

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

BERN'S STEAK HOUSE, INC., a Florida corporation, individually and on behalf of all others similarly situated; JL CICCIO, LLC, JDJ PROPERTIES, LLC, LANZA SOHO PROPERTIES, LLC, and JLZ, LLC, Florida limited liability companies; and HTLVI TAMPA LLC, a Delaware limited liability company,

Plaintiffs,

V.

CITY OF TAMPA, FLORIDA, a Florida municipal corporation; JANE CASTOR, in her official capacity as Mayor of the City of Tampa; and KIMMINS CONTRACTING CORP., a Florida corporation,

Defendants.

Class Representation

Case No.

Division _____

**CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF
AND, IN THE ALTERNATIVE, PETITION FOR WRIT OF QUO WARRANTO**

Plaintiffs, BERN'S STEAK HOUSE, INC. ("Bern's"), individually and on behalf of all others similarly situated, JL CICCIO, LLC ("Ciccio"), JDJ PROPERTIES, LLC ("JDJ"), LANZA SOHO PROPERTIES, LLC ("Lanza"), JLZ, LLC ("JLZ"), and HTLVI TAMPA LLC ("HTLVI") (collectively, the "Plaintiffs"), by and through undersigned counsel, sue Defendants CITY OF TAMPA, FLORIDA (the "City"), JANE CASTOR, in her official capacity as Mayor of the City of Tampa (the "Mayor"), and KIMMINS CONTRACTING CORP. ("Kimmins"), and allege:

Introduction

1. This is an action for declaratory relief under chapter 86, Florida Statutes, for supplemental injunctive relief under section 86.061, Florida Statutes, and, in the alternative, for a writ of quo warranto.

2. The action concerns the City's "South Howard Flood Relief and Streetscape Project" (the "Project").

3. On September 17, 2026, the Tampa City Council approved a budget resolution that appropriates \$50,323,966 to the Project.

4. On the same date, the City Council appropriated Stormwater Improvement Assessment proceeds to the Project.

5. On the same date, the City Council approved a \$92,712,980.91 design-build contract with Kimmins for the Project ("GMP-1").

6. Plaintiffs challenge each of those three actions.

7. Plaintiffs seek declarations and a permanent injunction.

Jurisdiction and Venue

8. This Court has jurisdiction under Article V, section 5(b) of the Florida Constitution and sections 26.012 and 86.011, Florida Statutes.

9. Venue is proper in Hillsborough County under sections 47.011 and 47.051, Florida Statutes, because the City is located, the Mayor holds office, and the causes of action accrued in Hillsborough County.

10. Because Count III alleges that a municipal levy is, in part, an unauthorized tax, a copy of this Complaint is being served, out of an abundance of caution, on the Attorney General and the State Attorney for the Thirteenth Judicial Circuit under section 86.091, Florida Statutes.

11. All conditions precedent to this action have occurred, have been performed, or have been waived or excused.

12. The portions of Resolution No. 2026-775 and the executed GMP-1 Agreement material to this Complaint are attached as **Exhibit "A"**.

13. The GMP-1 Agreement is dated September 17, 2026, and has been executed by the City and Kimmins.

14. On September 21, 2026, the City delivered the executed GMP-1 Agreement to Kimmins with a notice to proceed.

15. Executive Order 2023-7 is attached as **Exhibit “B”**.

The Parties

16. Plaintiff Bern’s Steak House, Inc. is a Florida corporation with its principal place of business at 1208 South Howard Avenue, Tampa, Florida.

17. Bern’s owns the real property at 804, 1207, 1208 and 1308 South Howard Avenue.

18. Bern’s operates Bern’s Steak House at 1208 South Howard Avenue.

19. Plaintiff JL Ciccio, LLC is a Florida limited liability company that owns the real property at 1101 South Howard Avenue.

20. Plaintiff JDJ Properties, LLC is a Florida limited liability company that owns the real property at 1015 South Howard Avenue.

21. Plaintiff Lanza Soho Properties, LLC is a Florida limited liability company that owns the real property at 915 South Howard Avenue.

22. Plaintiff JLZ, LLC is a Florida limited liability company that owns the real property at 901 South Howard Avenue.

23. Restaurants of the Ciccio Restaurant Group operate at 1101, 1015, 915 and 901 South Howard Avenue.

24. Plaintiff HTLVI Tampa LLC is a Delaware limited liability company authorized to do business in Florida.

25. HTLVI owns the Epicurean Hotel parcels at 1207 South Howard Avenue and the parcel at 1226 South Howard Avenue.

26. HTLVI’s operator manages a hotel, restaurant and associated businesses operate at 1207 and 1226 South Howard Avenue.

27. Each Plaintiff’s property abuts South Howard Avenue between West Swann Avenue and Bayshore Boulevard (the “Corridor”).

28. The Stormwater Improvement Assessment is levied on each Plaintiff's property.

29. A business operates on each Plaintiff's property, and each business depends on access from South Howard Avenue.

30. Defendant City of Tampa (the "City") is a Florida municipal corporation.

31. The City levies the Stormwater Improvement Assessment.

32. The City adopted the resolutions challenged here, and is a party to GMP-1.

33. Defendant Jane Castor is the Mayor of the City (the "Mayor") and is sued in her official capacity only, as respondent to Count V.

34. Defendant Kimmins Contracting Corp. ("Kimmins") is a Florida corporation with its principal place of business in Tampa, Hillsborough County, Florida.

35. Kimmins is the City's design-build contractor under GMP-1.

Standing

1. The Assessment is only levied on property in the City within Central and Lower Basin Improvement Area (the "Improvement Area").

2. The Plaintiffs own property within the Improvement Area on which the Stormwater Improvement Assessment is levied.

3. Each member of the Assessed Owner Class defined below owns property in the Improvement Area on which the Stormwater Improvement Assessment is levied.

4. As owners of assessed property within the Improvement Area, they are entitled to the mailed notice and hearing that section 197.3632(4), Florida Statutes, requires before the purpose of the assessment, or the use of its revenue, is changed.

5. They did not receive the required mailed notice or hearing.

6. The challenged actions divert the proceeds of the assessment they pay to purposes the assessment does not authorize.

7. The Plaintiffs own or operate property and businesses on the Corridor.

8. Each member of the Corridor Class defined below owns or operates property or businesses on the Corridor.

9. GMP-1 is the contract under which the City will excavate the Corridor along their frontage.

10. The excavation will close their access and remove their sidewalks and driveways.

11. The excavation will dewater the ground beneath their buildings.

12. The Plaintiffs are taxpayers of the City.

13. The injuries alleged in this section are different in kind from any injury suffered by the City's taxpayers generally.

14. Plaintiffs' interest in Counts I, II and III arises from the Assessment levied on their property and from the diversion of its proceeds to purposes the Assessment does not authorize.

15. Plaintiffs' interest in Count IV arises from GMP-1, which authorizes the full-width closure of South Howard Avenue along their frontage, the excavation within feet of their buildings and the dewatering of the ground beneath them.

16. Those injuries result from the award of GMP-1 and would be prevented by a declaration that GMP-1 is void.

17. Plaintiffs' interest in Count V arises from their status as taxpayers of the City and from the public right to have the City exercise only the powers conferred on it.

Factual Background

A. The Stormwater Improvement Assessment

18. In 2003, the City enacted Ordinance No. 2003-200, codified as chapter 21 of the City Code (the "Stormwater Code").

19. The Stormwater Code authorizes the City to impose special assessments to fund the capital cost of "stormwater improvements."

20. The Stormwater Code defines a “stormwater improvement” as “land, capital facilities and improvements acquired or provided to detain, retain, convey or treat stormwater.” Stormwater Code § 21-4.

21. In 2016, by Resolution No. 2016-567 (the “Initial Assessment Resolution”) and Resolution No. 2016-706 (the “Final Assessment Resolution”), the City imposed the Stormwater Improvement Assessment (the “Assessment”).

22. The Initial Assessment Resolution, including its Appendix B, is attached as **Exhibit “C”**.

23. The Final Assessment Resolution, which confirmed the Initial Assessment Resolution and the stormwater improvements described in Appendix B, is attached as **Exhibit “D”**.

24. The Assessment is levied on approximately 103,000 parcels in the Improvement Area.

25. The Assessment is levied for thirty years.

26. The Initial Assessment Resolution provides that the Assessment is imposed to finance the stormwater improvements described in its Appendix B.

27. The Initial Assessment Resolution restricts the use of Assessment proceeds to the capital cost of those improvements, debt service on obligations issued to finance them, and collection costs.

28. The only South Howard Avenue improvement described in Appendix B is “Howard: Swann Avenue to Morrison Avenue Flooding Relief.”

29. Appendix B describes that improvement as “comprised of pipes, inlets, and roadway re-grading to improve drainage.”

30. The City later reported to its bondholders that the Swann-to-Morrison improvement had been completed.

31. Appendix B does not describe any project consisting of box culverts on South Howard Avenue.

32. Appendix B does not describe any project work on South Howard Avenue south of Morrison Avenue.

33. Appendix B does not describe any project consisting of a new stormwater outfall to Hillsborough Bay at Bayshore Boulevard.

34. Appendix B does not describe any project on South Howard Avenue containing a streetscape element.

35. The City has issued Series 2018, 2021 and 2023 bonds secured by the Assessment under Master Resolution No. 2018-176 (the “Master Bond Resolution”).

36. The Master Bond Resolution requires bond proceeds to be used only for the stormwater capital improvements described in Appendix B, as amended and supplemented.

37. The Master Bond Resolution is attached as **Exhibit “E”**.

38. The only instruments that purport to amend Appendix B are the resolutions supplementing the Master Bond Resolution for the Series 2021 bonds and for the Series 2023 bonds, described below.

39. Each of those resolutions provides that any improvement it lists that is not set forth in Appendix B shall constitute an “Other Miscellaneous Project” under Appendix B, and that Appendix B shall be deemed amended to include it.

40. Appendix B describes “Other Miscellaneous Projects” as projects required “based on the refinement of the above projects and determined to benefit property within the Central and Lower Basin Improvement Area.”

41. The resolution supplementing the Master Bond Resolution for the Series 2021 bonds listed, among the improvements to be financed, a project described as “Parkland Estates Flooding Relief.”

42. The engineering report for the Series 2021 bonds described that project as the construction of new inlets and gravity mains with an outfall to the bay to relieve flooding in the Parkland Estates neighborhood, at an estimated cost of \$27,500,000.

43. The Phase 1 price of the Project approved on September 17, 2026, \$100,441,517.91, is more than three and one-half times the estimated cost of the Parkland Estates Flooding Relief project described for the Series 2021 bonds.

44. The estimated cost of both phases of the Project, approximately \$181,700,000, is more than six times the estimated cost of the Parkland Estates Flooding Relief project described for the Series 2021 bonds.

45. No proceeds of the Series 2021 bonds were allocated to that project.

46. The resolution supplementing the Master Bond Resolution for the Series 2023 bonds listed, among the improvements to be financed, a project described as “South Howard Flooding Relief and Streetscape.”

47. The engineering report for the Series 2023 bonds described that project as the construction of new inlets and gravity mains with an outfall to the bay in the Parkland Estates neighborhood and the South Howard Avenue corridor, at an estimated cost of \$55,000,000 to the City and \$21,000,000 in grant and THEA funding.

48. The total estimated cost of the South Howard Flooding Relief and Streetscape project described for the Series 2023 bonds was \$76,000,000, of which \$55,000,000 was to come from the City.

49. Of the \$100,441,517.91 Phase 1 price of the Project approved on September 17, 2026, approximately \$79,200,000 comes from City sources, including the Assessment, Assessment-secured bond proceeds, Community Investment Tax proceeds and debt the City has not authorized or issued, and approximately \$21,200,000 from grants and the THEA contribution.

50. The City’s share of the Phase 1 price alone exceeds the entire \$76,000,000 estimated cost of the project described for the Series 2023 bonds.

51. The estimated cost of both phases of the Project, approximately \$181,700,000, is more than twice the total estimated cost of the project described for the Series 2023 bonds.

52. \$2,500,000 of the proceeds of the Series 2023 bonds was allocated to that project.

53. Neither supplemental resolution described a project consisting of a 10-foot by 10-foot box culvert along South Howard Avenue from Bayshore Boulevard to Swann Avenue, a new outfall at Bayshore Boulevard, the full-width reconstruction of South Howard Avenue, or a streetscape of sidewalks, driveways, curbing, pavers, landscaping and irrigation.

54. Neither supplemental resolution described a project with a first-phase price of \$100,441,517.91.

55. Neither supplemental resolution contains a determination that the project it listed was required by the refinement of an improvement described in Appendix B, or that the project would benefit property within the Improvement Area.

56. The Project as priced is not, in its elements, its cost or its funding, the project described in either supplemental resolution.

57. Appendix B, as the Series 2021 and Series 2023 supplemental resolutions purport to amend it, does not describe the Project approved on September 17, 2026.

58. The special assessment revenue must be spent on the purposes for which it was levied and that special assessments cannot be redirected to general government purposes.

59. The Assessment is collected on the tax bill under the uniform method of section 197.3632, Florida Statutes.

60. Section 197.3632(4)(a)4. requires that, before any change in the purpose of an assessment or in the use of its revenue, the assessment roll be adopted at a public hearing.

61. Section 197.3632(4)(b) requires mailed notice of that hearing to each owner of assessed property at least twenty days before it is held.

B. The Project

62. The Project consists of approximately 5,530 linear feet of 10-foot wide by 10-foot deep box culvert.

63. The box culvert is to be built by open-cut excavation along South Howard Avenue from Bayshore Boulevard to Swann Avenue, and along West Swann Avenue and South Audubon Avenue.

64. The box culvert begins at the existing triple-box outfall at Bayshore Boulevard and ends at the AMI Pond on South Audubon Avenue.

65. The Project will discharge stormwater to Hillsborough Bay at Bayshore Boulevard.

66. The Project includes new sanitary sewer, water and reclaimed-water mains.

67. The Project includes the full-width reconstruction of South Howard Avenue.

68. The Project includes a streetscape of sidewalks, driveways, curbing, pavers, landscaping and irrigation.

69. The City describes the Project as the “South Howard Flood Relief and Streetscape Project.”

70. The streetscape work does not detain, retain, convey or treat stormwater.

71. The 60% design plans for the Project, final issuance July 15, 2026 (the “60% Plans”), comprise 657 sheets.

72. Figure 1 is the City’s location map of the Project.



Figure 1 – *The Project as the City now proposes it: City of Tampa, “South Howard Flood Relief Project — Project Location Map” (August 10, 2026 open house), showing the Phase 1 box culvert (orange) from the existing triple-box outfall at Bayshore Boulevard north along South Howard Avenue, west along West Swann Avenue and north along South Audubon Avenue to the AMI Pond, with Phase 1 secondary storm sewers (red) and “future phase” storm sewers (green). North is up.*

C. The Procurement of the Project

73. On October 3, 2023, the City advertised Request for Qualifications No. 23-C-00021 (the “RFQ”) for design-build services for the Project.

74. An excerpt of the RFQ, consisting of its public announcement, its Design Criteria Package and project schedule, portions of the Preliminary Engineering Report attached to it, including the engineer’s estimate, and its Project Map and phasing plans, is attached as **Exhibit “F”**.

75. The RFQ was issued under section 287.055, Florida Statutes, and solicited qualifications, not prices.

76. The engineer’s estimate advertised with the RFQ was \$45,362,600.

77. The RFQ's public announcement stated that the contract was expected to be performed over a four-year period with a budget of \$55 million.

78. The project advertised in the RFQ used 5-foot by 10-foot and 6-foot by 10-foot box culverts.

79. The project advertised in the RFQ would only have required closing one lane on South Howard Avenue during construction.

80. The project advertised in the RFQ used the existing box culvert beneath the CSX railroad and the Selmon Expressway.

81. The project advertised in the RFQ was to be built in phases, with each phase reopened to local traffic before the next began.

82. On November 2, 2023, the City received three statements of qualifications in response to the RFQ.

83. On November 28, 2023, the Mayor issued Executive Order 2023-7.

84. Executive Order 2023-7 governs the City's award of design-build contracts.

85. Executive Order 2023-7 was in effect when the City selected the Kimmins team, when the City entered into the initial services agreement, and when the City awarded GMP-1.

86. Section 5.0 of Executive Order 2023-7 provides that a new competitive selection process "will occur" if there are cardinal or material changes in the scope of a project after issuance of the request for qualifications.

87. Section 5.1 of Executive Order 2023-7 defines such changes to include changes that result in a material site enlargement or a change of a primary utility being constructed.

88. Section 5.2 of Executive Order 2023-7 defines such changes to include changes that cause the cost of a project to increase by more than **twice the budgeted amount OR engineer's estimate** advertised in the request for proposals or qualifications. (Emph added)

89. Twice the engineer's estimate advertised with the RFQ is \$90,725,200.
90. Twice the \$55 million budget advertised with the RFQ is \$110,000,000.
91. After reviewing the three statements of qualifications, the City selected the design-build team led by Kimmins as the most qualified.
92. The City had selected the Kimmins team by March 18, 2024.
93. On November 21, 2024, by Resolution No. 2024-1071, the City approved a \$7,728,537 design-build initial services agreement with Kimmins.
94. The initial services agreement is dated November 21, 2024.
95. On January 9, 2025, the City delivered the fully executed initial services agreement to Kimmins with a notice to proceed.
96. The project advertised in the RFQ included flood relief for the Parkland Estates basins, which the Design Criteria Package identified as the part of the project area where the most frequent and severe flooding occurs.
97. The project advertised in the RFQ included a box culvert extending from Parkland Estates to the existing culvert beneath the Selmon Expressway and storm sewers along West Parkland Boulevard in Parkland Estates.
98. The project schedule attached to the RFQ assigned construction phases 9 through 11 of the project to Parkland Estates.
99. In 2025, the City and its design team removed the Parkland Estates work, including the storm sewer along West Parkland Boulevard, from Phase 1 of the Project in order to reduce its cost.
100. In 2025, the City and its design team relegated a number of Project elements to a future phase in order to reduce its cost.
101. The elements relegated to a future phase include work in Palma Ceia Pines.
102. On or about July 24, 2026, Kimmins submitted a guaranteed maximum price for Phase 1 of the Project of \$92,712,980.91.

103. The guaranteed maximum price exceeds twice the engineer's estimate advertised with the RFQ.

104. With the initial services agreement, the Phase 1 price of the Project is \$100,441,517.91.

105. The Phase 1 price of the Project exceeds twice the engineer's estimate advertised with the RFQ.

106. The Phase 1 price does not include the Parkland Estates work removed from the Project or the work relegated to a future phase.

107. In July 2025, Kimmins estimated the cost of constructing Phase 1 of the Project, including the Parkland Estates work, at approximately \$125,000,000.

108. With the \$7,728,537 design-build initial services agreement, the estimated cost of Phase 1 including the Parkland Estates work was approximately \$132,700,000.

109. The approximately \$132,700,000 estimated cost of Phase 1 including the Parkland Estates work exceeded twice the engineer's estimate and twice the budget advertised with the RFQ.

110. The anticipated cost of Phase 2 of the Project is approximately \$49,000,000.

111. The estimated cost of Phase 1 including the Parkland Estates work (approximately \$132,700,000) and Phase 2 (approximately \$49,000,000) is approximately \$181,700,000.

112. That amount exceeds twice the engineer's estimate and twice the budget advertised with the RFQ.

113. GMP-1 does not include the cost of excavation support for the open-cut excavation.

114. GMP-1 excludes the treatment of contaminated soil and water and the removal, disposal and replacement of unsuitable soils.

115. GMP-1 excludes the acquisition of the land, right-of-way and easements the Project requires, including the easements a tied sheet-pile wall requires beneath the parcels adjoining the right-of-way.

116. GMP-1 excludes the work at the AMI Pond beyond the new slotted box culvert and the relocation of Tampa Electric Company facilities.

117. The cost of the items GMP-1 excludes, and of the other work required to construct Phase 1 that GMP-1 does not price, is approximately \$52,000,000 if a tied sheet-pile wall is used for excavation support, and approximately \$122,500,000 if a combined drilled-shaft and sheet-pile wall is used.

118. With those costs, the cost of Phase 1 including the Parkland Estates work is approximately \$184,700,000 with a tied sheet-pile wall, or approximately \$255,200,000 with a combined drilled-shaft and sheet-pile wall.

119. With Phase 2, the cost of the Project is approximately \$233,700,000 with a tied sheet-pile wall, or approximately \$304,200,000 with a combined drilled-shaft and sheet-pile wall.

120. The cost of constructing the Project exceeds \$230,000,000.

121. The Project as priced uses a 10-foot by 10-foot box culvert in place of the 5-foot by 10-foot and 6-foot by 10-foot culverts advertised in the RFQ.

122. The Project as priced replaces or supplements the existing culvert beneath the CSX railroad and the Selmon Expressway with a new crossing.

123. The Project as priced adds new sanitary sewer and reclaimed-water mains, and expands the water main work from the approximately 9,600 linear feet of new water main described in the RFQ to approximately 11,800 linear feet.

124. The Project as priced adds the full-width reconstruction of South Howard Avenue.

125. The Project as priced closes the full width of South Howard Avenue from curb-to-curb in each construction phase.

126. The Project as priced includes a streetscape component along South Howard Avenue.

127. The City did not conduct a new competitive selection before awarding GMP-1.

128. The City did not make a determination, based on a detailed analysis of cost, that the guaranteed maximum price is fair, competitive and reasonable.

D. The September 17, 2026 Actions

129. On September 17, 2026, by a vote of four to three, the City Council approved four items concerning the Project.

130. The first item was a resolution amending the City's FY2026 budget (Resolution No. 2026-777; File No. INF26-26418) (the "Budget Resolution").

131. The Budget Resolution, with its summary sheet and attachment, is attached as **Exhibit "G"**.

132. The second item was a resolution approving an interlocal agreement with the Tampa-Hillsborough Expressway Authority ("THEA") for an \$11,000,000 contribution to the Project (Resolution No. 2026-776; File No. INF26-26416) (the "THEA Agreement").

133. The third item was a resolution declaring the City's intent to reimburse Project expenditures from tax-exempt debt of up to \$26,000,000 (Resolution No. 2026-778; File No. INF26-26425) (the "Reimbursement Resolution").

134. The fourth item was a resolution approving GMP-1 (Resolution No. 2026-775; File No. INF26-26421).

135. The four instruments are summarized in Table 1.

File No. / Item	Instrument	Amount
Res. 2026-777 / INF26-26418 / Item 68	Budget resolution amending the FY2026 budget to fund "Stormwater – South Howard Flood Relief and Streetscape" (the "Budget Resolution")	\$50,323,966
Res. 2026-776 / INF26-26416 / Item 67	Resolution approving an Interlocal Agreement with THEA for a "THEA Drainage Contribution" (the "THEA Agreement")	\$11,000,000

File No. / Item	Instrument	Amount
Res. 2026-778 / INF26-26425 / Item 69	Resolution declaring official intent to reimburse Project expenditures from tax-exempt debt (the “Reimbursement Resolution”)	up to \$26,000,000
Res. 2026-775 / INF26-26421 / Item 66	Resolution approving the Design-Build Services Agreement with a Guaranteed Maximum Price, Contract 23-C-00021-GMP01, with Kimmins (“GMP-1”) (material portions attached as Exhibit “A”)	\$92,712,980.91

Table 1 – *The four instruments approved on September 17, 2026.*

136. The Budget Resolution appropriates \$50,323,966 to the account captioned “Stormwater – South Howard Flood Relief and Streetscape.”

137. The Budget Resolution draws that appropriation in part from the Stormwater Improvement Assessment Fund and from the Series 2018, 2021 and 2023 bond funds.

138. The Budget Resolution removes \$10,213,693 previously appropriated to twelve capital projects and redirects it to the Project.

139. Ten of those twelve projects are stormwater projects funded by the Assessment or by Assessment-secured bonds.

140. Two of those twelve projects are the Brorein Street and Cass Street bridge rehabilitations.

141. The Brorein Street and Cass Street bridge rehabilitations are funded with proceeds of the City’s Sales Tax Refunding and Improvement Revenue Bonds, Series 2016 (the “Series 2016 Bonds”), which are payable from Community Investment Tax proceeds.

142. The City issued the Series 2016 Bonds under Resolution No. 2016-684, adopted August 25, 2016, to finance the capital improvements described in Exhibit A to that resolution (the “Series 2016 Project”). The body of Resolution No. 2016-684 and its Exhibit A are attached as **Exhibit “H”**.

143. Exhibit A to Resolution No. 2016-684 identifies capital improvements to the Brorein Street Bridge for structural rehabilitation and to the Cass Street Bridge for electrical and mechanical rehabilitation as components of the Series 2016 Project.

144. Exhibit A to Resolution No. 2016-684 does not identify the Project, or any flood relief, drainage or streetscape work on South Howard Avenue, as a component of the Series 2016 Project.

145. Resolution No. 2016-684 requires that moneys deposited to the Series 2016 Project Account be used to pay or reimburse costs of the Series 2016 Project.

146. The Budget Resolution removes proceeds of the Series 2016 Bonds appropriated to the Brorein Street and Cass Street bridge rehabilitations and redirects them to the Project.

147. The Budget Resolution also redirects \$3,203,428 of unallocated Assessment, bond and Community Investment Tax balances to the Project.

148. The twelve projects, and the amounts removed from each, are: Lower Peninsula Watershed Plan – Southeast Region (\$4,109,675); Brorein Street Bridge Rehabilitation (\$1,638,776); Cass Street Bridge (\$1,145,407); 56th Street and Broadway Avenue Flooding Relief (\$1,069,294); Krental (Kennedy to Cleveland) Flooding Relief (\$875,006); 4801 Neptune Way Stormwater Improvements (\$673,994); Clark Street and 30th Street Pipe Relocation (\$291,553); Everina Street Flooding Relief (\$190,078); Newport, Willow, Orleans and Watrous Avenue Groundwater Diversions (\$98,451); Lake Roberta Sediment Trap Upgrade (\$81,608); Virginia Avenue Pumping Station Drainage Improvements (\$31,291); and Rogers Park Drainage Improvements (\$8,560).

149. The \$3,203,428 of unallocated balances consists of \$1,808,176 of Series 2021 bond fund reserves, \$501,523 of un-budgeted Series 2023 bond fund cash, \$506,016 of the Stormwater Capital Projects Fund close-out balance and \$387,713 of Community Investment Tax Series 2016 bond fund balance.

150. In total, the Budget Resolution redirects \$13,417,121 to the Project from the twelve projects and the unallocated balances.

151. The projects and balances from which the Budget Resolution redirects funds to the Project are listed in Table 2.

Project defunded	Fund / bond series	Project No.	Amount removed
Lower Peninsula Watershed Plan – Southeast Region	Stormwater Bond Series 2021 (Fund 31801); Stormwater Improvement Assessment Fund (31700)	1000750	\$4,100,602; \$9,073
Brerein Street Bridge Rehabilitation	CIT Series 2016 Bonds Capital Projects Fund	1000248	\$1,638,776
Cass Street Bridge	CIT Series 2016 Bonds Capital Projects Fund	1000446	\$1,145,407
56th Street & Broadway Avenue Flooding Relief	Stormwater Improvement Assessment Fund (31700)	1001420	\$1,069,294
Krental (Kennedy to Cleveland) Flooding Relief	Stormwater Improvement Assessment Fund (31700)	1001440	\$875,006
4801 Neptune Way Stormwater Improvements	Stormwater Improvement Assessment Fund (31700)	1001949	\$673,994
Clark Street & 30th Street Pipe Relocation	Stormwater Improvement Assessment Fund (31700)	1002113	\$291,553
Everina Street Flooding Relief	Stormwater Improvement Assessment Fund (31700)	1001586	\$190,078
Newport, Willow, Orleans & Watrous Avenue Groundwater Diversions	Stormwater Improvement Assessment Fund (31700)	1001588	\$98,451
Lake Roberta Sediment Trap Upgrade	Stormwater Improvement Assessment Fund (31700)	1001589	\$81,608
Virginia Avenue Pumping Station Drainage Improvements	Stormwater Bond Series 2018 (Fund 31800)	1001597	\$31,291
Rogers Park Drainage Improvements	Stormwater Improvement Assessment Fund (31700)	1001170	\$8,560
Subtotal – twelve named projects			\$10,213,693
Reserves (unbudgeted cash)	Stormwater Bond Series 2021 (Fund 31801)	—	\$1,808,176
Un-budgeted cash	Stormwater Bond Series 2023 (Fund 31802)	—	\$501,523
Fund close-out balance	Stormwater Capital Projects Fund (31000)	—	\$506,016
“Available for Projects”	CIT Series 2016 Bonds Capital Projects Fund	—	\$387,713
Subtotal – unallocated balances			\$3,203,428
Total redirected to the Project			\$13,417,121

Table 2 – *Funds redirected to the Project by the Budget Resolution (Resolution No. 2026-777, Summary Sheet and Attachment; fund and bond-series sources per Deposition Exhibit 153, Case No. 26-CA-006180).*

152. The only reason the Budget Resolution gives for removing funds from the twelve projects is that the funds are “no longer needed for their original purpose.”

153. None of the twelve projects has been completed or abandoned.

154. The Budget Resolution recognizes as revenue the \$11,000,000 THEA contribution.

155. The THEA Agreement was unexecuted when the Budget Resolution was adopted.

156. Under the THEA Agreement, THEA has no obligation to contribute unless conditions within THEA's sole discretion are satisfied, including that no litigation concerning the Project is pending.

157. The Budget Resolution recognizes as revenue \$25,906,845 of proceeds of debt that the City has not authorized or issued.

158. The City's funding plan commits a substantial share of the Assessment's future unencumbered revenue to the Project.

159. No benefit study supports the allocation of the Assessment to the Project.

160. No apportionment determination supports the allocation of the Assessment to the Project.

161. The City has not determined that the Project confers a stormwater benefit on the assessed parcels outside the Project's drainage area, or on the parcels served by the defunded projects.

162. The notice to proceed under GMP-1 issued on September 21, 2026.

163. Under the City's schedule, construction on South Howard Avenue will begin in the spring of 2027.

E. The Change in the Purpose and Use of the Assessment

164. On August 27, 2026, the City Council adopted the Assessment roll for FY2027.

165. The City mailed notice of the FY2027 roll hearing only to owners of property newly added to the roll.

166. The notices of the FY2027 roll hearing did not describe any change in the purpose of the Assessment or in the use of its revenue.

167. The mailed notice stated that the funds “will be used for projects only within the Central and Lower Basin Improvement Area.”

168. The actions taken on September 17, 2026 changed the use of the Assessment’s revenue by directing it to the Project, including the streetscape.

169. The actions taken on September 17, 2026 changed the use of the Assessment’s revenue by redirecting to the Project proceeds appropriated to other Appendix B projects.

170. Those changes were made after the FY2027 roll was adopted and after September 15, 2026.

171. No owner of assessed property received mailed notice of those changes.

172. No owner of assessed property received a hearing on those changes.

173. On September 3, 2026, at a regular meeting of the City Council, City staff presented the proposed Budget Resolution, THEA Agreement, Reimbursement Resolution and GMP-1 to the City Council as staff reports and new business.

174. The September 3, 2026 meeting was not noticed as, and was not, a public hearing on a change in the purpose of the Assessment or in the use of its revenue.

175. The City did not mail notice of the September 3, 2026 meeting to the owners of assessed property.

176. On September 17, 2026, at a regular meeting of the City Council, the City Council approved the Budget Resolution, the THEA Agreement, the Reimbursement Resolution and GMP-1.

177. The September 17, 2026 meeting was not noticed as, and was not, a public hearing on a change in the purpose of the Assessment or in the use of its revenue.

178. The City did not mail notice of the September 17, 2026 meeting to the owners of assessed property.

179. The City did not mail to the owners of assessed property, at least twenty days before either meeting, any notice describing a change in the purpose of the Assessment or in the use of its revenue.

180. At neither meeting did the City Council adopt a resolution changing the purpose of the Assessment or the use of its revenue.

181. At neither meeting did the City Council make findings that the Project is a stormwater improvement described in Appendix B, that the Project specially benefits the assessed parcels, or that the cost of the Project is fairly apportioned among the assessed parcels.

182. At neither meeting did the City Council adopt or re-adopt the Assessment roll.

F. The Effect of the Project on the Corridor

183. The Project requires an open excavation along the centerline of South Howard Avenue up to approximately nineteen feet deep.

184. The excavation will be approximately twenty feet wide.

185. The average width of South Howard Avenue is approximately twenty-four feet wide.

186. In the 800 and 900 blocks of South Howard Avenue the platted right-of-way is forty feet wide.

187. Figure 2 compares the Project's excavation with a typical neighborhood utility trench.

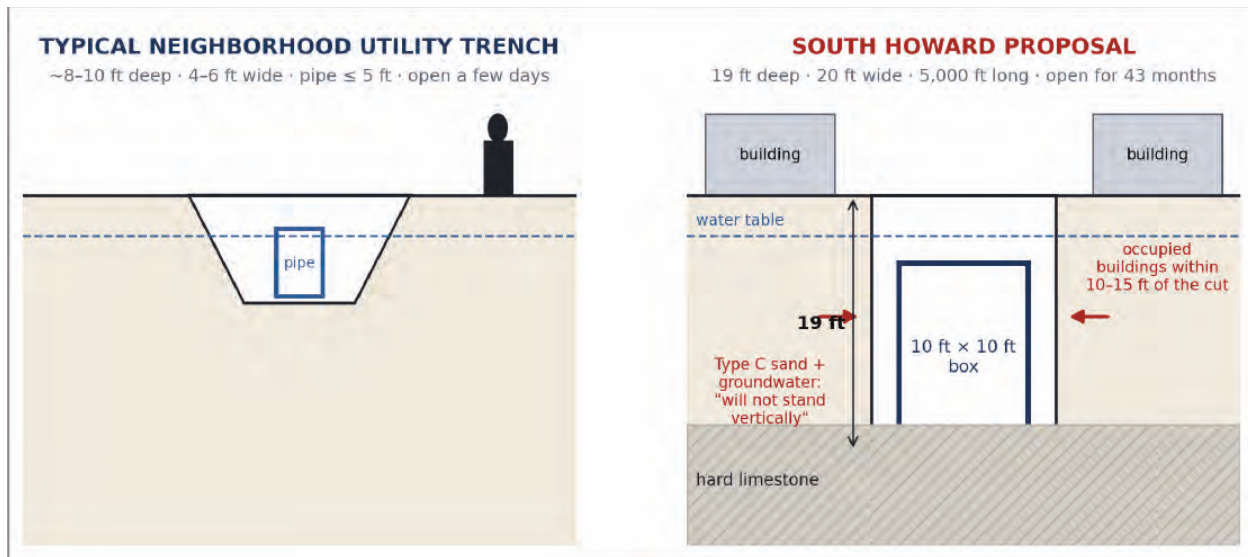


Figure 2 – The South Howard Avenue excavation compared with a typical neighborhood utility trench: a 10-foot by 10-foot box culvert in an open cut approximately 19 feet deep and 20 feet wide, below the water table, with occupied buildings 10 to 15 feet from the edge of the cut. Prepared by Martin E. Millburg, P.E., from the 60% Plans and the AREHNA geotechnical report; presented to the City Council on September 17, 2026.

188. The excavation will extend below the water table and will require dewatering.

189. The City's geotechnical borings encountered groundwater 1.7 to 5.4 feet below grade.

190. The borings encountered hard limestone within twenty-five feet of grade at thirteen of forty locations.

191. Many buildings on the Corridor stand within ten to fifteen feet of the planned excavation.

192. The Project's plans and GMP-1 do not contain any provision for excavation support.

193. The City's geotechnical report states that the soils below the water table "will not stand vertically."

194. An excavation laid back at a slope of two horizontal to one vertical would be approximately ninety-six feet wide at the top.

195. Such an excavation would extend approximately eighteen feet into the parcels adjoining the right-of-way.

196. An unsupported excavation laid back to a stable slope would extend beneath the buildings adjoining the right-of-way, as shown in Figure 3.

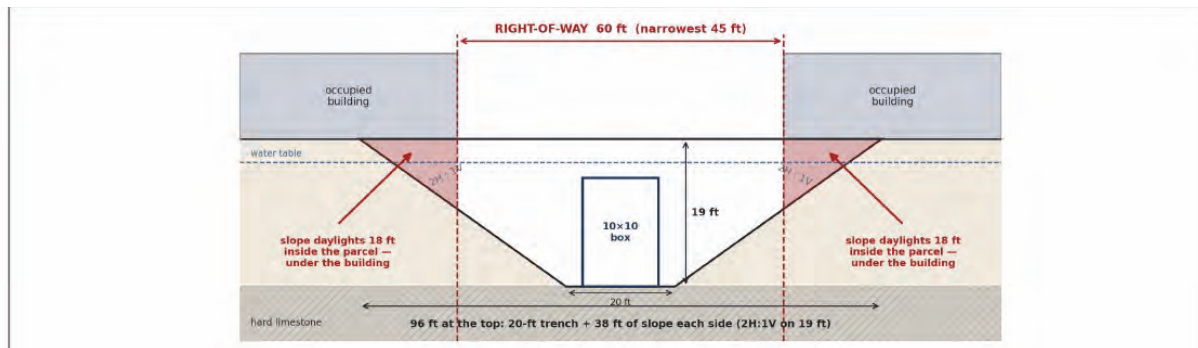


Figure 3 – An unsupported excavation laid back at a 2H:1V slope — in soils the City’s own geotechnical report says “will not stand vertically” below the water table — would be approximately 96 feet wide at the top and would daylight approximately 18 feet inside the adjoining parcels — beneath the buildings — in a right-of-way that is 45 to 60 feet wide. Prepared by Martin E. Millburg, P.E.

197. Figure 4 shows the excavation-support systems capable of holding the excavation open where a sloped excavation cannot be used.

198. One of those systems, a tied sheet-pile wall, requires tiebacks extending beneath the adjoining private parcels.

199. A tied sheet-pile wall requires easements from the owners of those parcels.

200. A tied sheet-pile wall can be used only where rock lies deep enough below the bottom of the excavation to embed the sheet piles.

201. At the boring locations where rock lies at or above the bottom of the excavation, the sheet piles cannot be embedded.

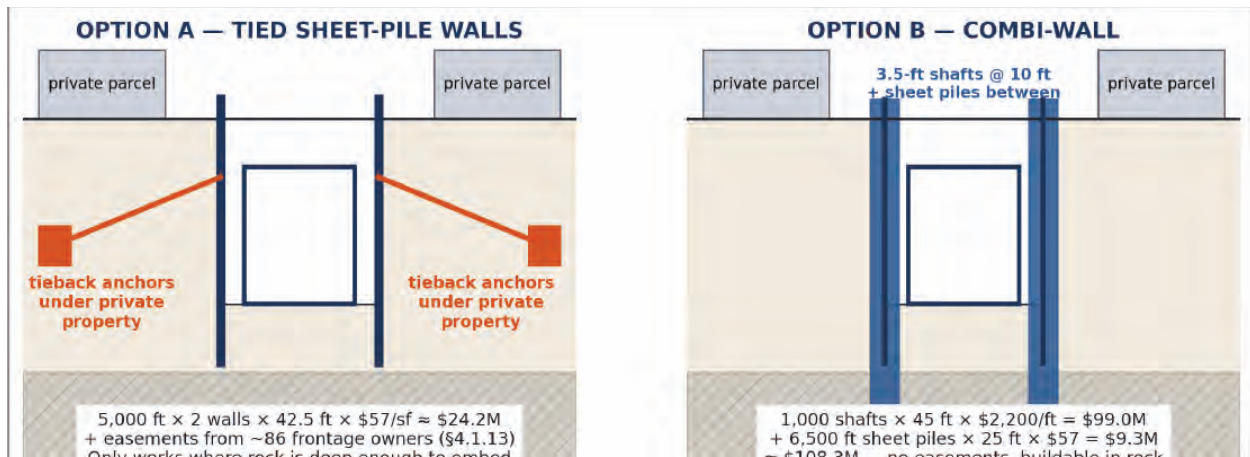


Figure 4 – The two excavation-support systems capable of holding the cut open where a sloped excavation cannot be used: tied sheet-pile walls anchored by tiebacks extending beneath the adjoining private parcels (Option A), which work only where rock is deep enough to embed the sheets and require easements from the frontage owners; and a combination drilled-shaft and sheet-pile wall socketed into rock (Option B). Neither appears in the 60% Plans or the Guaranteed Maximum Price. Prepared by Martin E. Millburg, P.E.

202. Figure 5 shows a trench box sized to receive the 10-foot by 10-foot box culvert.

TRENCH BOX AND BOX CULVERT IN PLACE

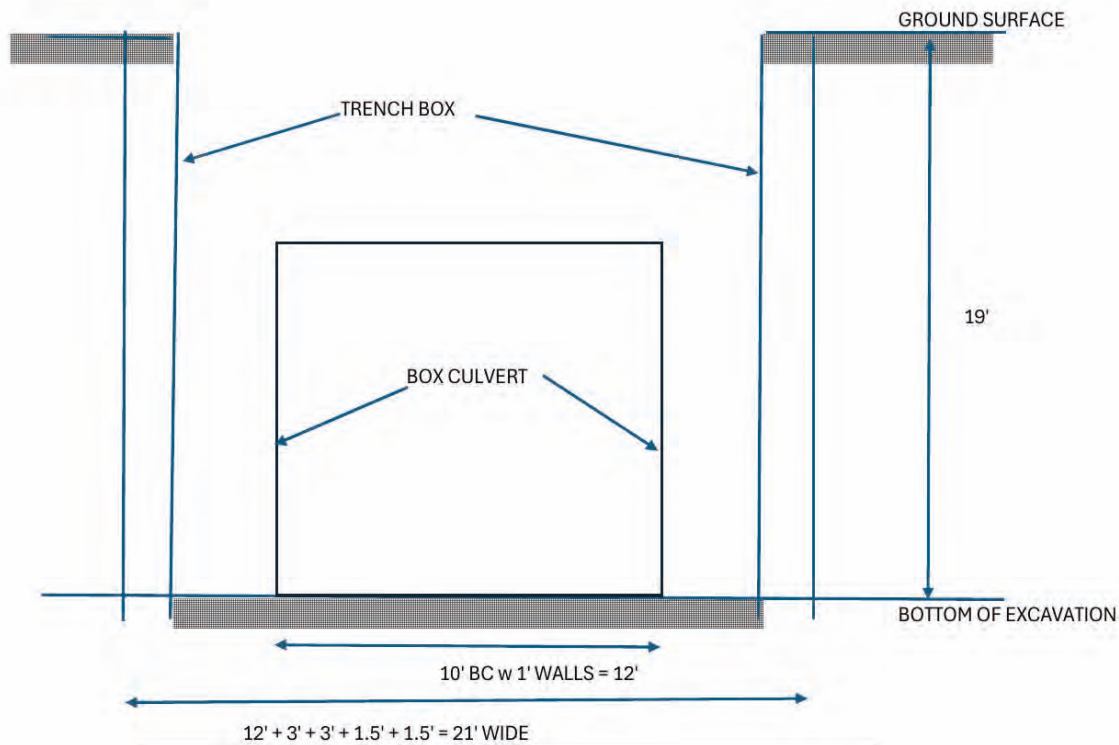


Figure 5 – A trench box sized to receive the 10-foot by 10-foot box culvert (12 feet outside to outside) with working clearance: a 21-foot-wide, 19-foot-deep excavation, with the culvert section captive inside the box. Prepared by Martin E. Millburg, P.E., from the 60% Plans and the AREHNA geotechnical report.

203. The Project's plans call for work on eleven parcels outside the platted right-of-way.

204. Those eleven parcels include the Plaintiffs' parcels at 804, 901 and 915 South Howard Avenue.

205. The other eight parcels are 2109 Bayshore Boulevard, 1400 South Howard Avenue, 936 South Howard Avenue, 927 South Howard Avenue, 904 South Howard Avenue, 712 South Howard Avenue, 711 South Howard Avenue and 701 South Howard Avenue.

206. The City has no agreement with any of those owners for that work.

207. The eleven parcels are identified in Table 3 and depicted in Figure 6.

Address	Folio	Record owner	Sheet(s)
2109 Bayshore Blvd	1863175204	Bayshore Royal Condominium Assoc.	95
1400 S Howard Ave (Berns Park)	1862960000	City of Tampa	101
936 S Howard Ave	1861730000	Howard and Morrison LLC	117
927 S Howard Ave	1173340000	Soho Square Group LLC	117
915 S Howard Ave	1173370000	Lanza Soho Properties LLC	117/119
904 S Howard Ave	1861330000	Paul Jaouen	119
901 S Howard Ave	1173900000	JLZ LLC	119
804 S Howard Ave	1861190000	Berns Steak House	122
712 S Howard Ave	1861090500	MAA WWARRS LLC	122/124
711 S Howard Ave	1176650612	SOHO Collection A Condominium HOA	124
701 S Howard Ave	1176650724	SOHO Pointe HOA	124

Table 3 – *The eleven parcels the plans enter outside the platted right-of-way (30% plan sheets; carried forward without change in the 60% Plans). Owners per Hillsborough County Property Appraiser.*

**THE ELEVEN PARCELS THE PLANS ENTER OUTSIDE THE PLATTED RIGHT-OF-WAY
(NORTH IS TO THE RIGHT →; numbers are South Howard Avenue street addresses)**

Segment 1 — Bayshore Boulevard to Watrous Avenue (south half)



Segment 2 — Watrous Avenue to Swann Avenue (north half)



Sources: HCPA parcel boundaries (EPSG 2237); 60% Design Plans, final issuance 7/15/26; 26-07-18 Map Exhibits (11 parcels); FDEP site files; AREHNA boring table as read by Millburg (8/30/26). Street positions and boring locations approximate. Not a survey.

- Eleven parcels the plans enter outside the platted right-of-way (Sheet 7, General Note 17)
- Other parcels (Property Appraiser boundaries)
- 10 ft x 10 ft box culvert centerline (approx.)

Figure 6 – The eleven parcels the plans enter outside the platted right-of-way (orange), on the Hillsborough County Property Appraiser's parcel boundaries, with the box-culvert centerline; north is to the right.

208. The excavation passes known groundwater contamination sites.
209. GMP-1 excludes the treatment of contaminated soil and water.
210. The FDEP contamination sites on or adjacent to the alignment are identified in Table 4 and depicted in Figure 7.
211. Those sites are 936 South Howard Avenue (SOHO Lofts / The Morrison), 1001 South Howard Avenue (7-Eleven), 1015 South Howard Avenue (Coin Laundry),

1207 South Howard Avenue (former South Howard Auto Sales), 1417 South Howard Avenue (Rainbow Food Mart), 2222 West Swann Avenue (Union 76) and 614 South Howard Avenue (former Morris Fonte Cleaners).

212. Five of those sites are open and actively contaminated.

Site	Address	Status
SOHO Lofts / The Morrison (COM_326206)	936 S Howard Ave	Closed with conditions; PCE/TCE in groundwater; recorded covenant regulates dewatering and stormwater features
7-Eleven #40420	1001 S Howard Ave	Open / active
Coin Laundry	1015 S Howard Ave	Open / active
Former South Howard Auto Sales	1207 S Howard Ave	Open / active; vertical extent not delineated
Rainbow Food Mart	1417 S Howard Ave	Open / active; five discharges
Union 76 / J.H. Williams	2222 W Swann Ave	Open / active
Former Morris Fonte Cleaners	614 S Howard Ave	Closed 2015

Table 4 – FDEP contamination sites on or adjacent to the alignment.

**FDEP CONTAMINATION SITES ON AND ADJACENT TO THE TRENCH
(NORTH IS TO THE RIGHT →; numbers are South Howard Avenue street addresses)**

Segment 1 — Bayshore Boulevard to Watrous Avenue (south half)



Segment 2 — Watrous Avenue to Swann Avenue (north half)



Sources: HCPA parcel boundaries (EPSG 2237); 60% Design Plans, final issuance 7/15/26; 26-07-18 Map Exhibits (11 parcels); FDEP site files; AREHNA boring table as read by Millburg (8/30/26). Street positions and boring locations approximate. Not a survey.

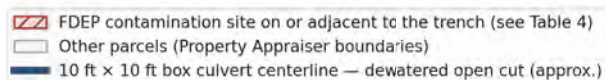


Figure 7 – The FDEP contamination sites on and adjacent to the trench (red hatch) in relation to the box-culvert centerline; north is to the right. The 936 South Howard Avenue site is closed only conditionally, under a recorded covenant that regulates dewatering; five of the others are open and actively contaminated.

213. The contamination site at 936 South Howard Avenue is closed only conditionally, under a recorded restrictive covenant that requires an FDEP-approved plan for any dewatering.

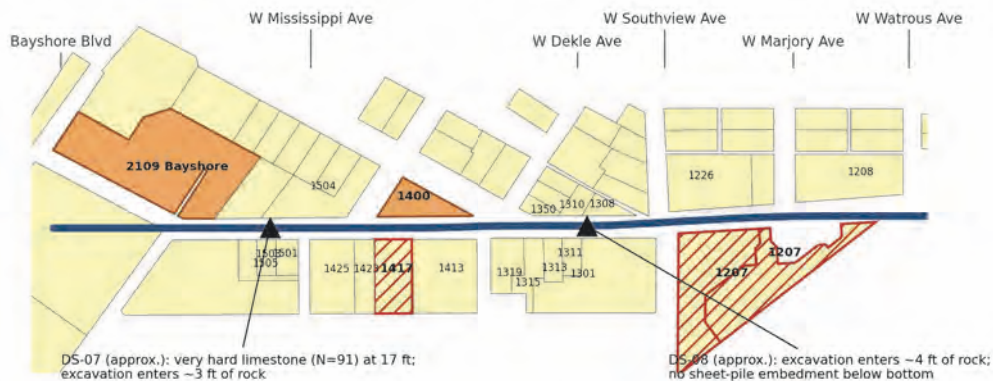
214. The excavation will close driveways and access to Corridor properties during each construction phase.

215. Under the City's schedule, construction will occupy South Howard Avenue between Bayshore Boulevard and Swann Avenue for approximately three years.

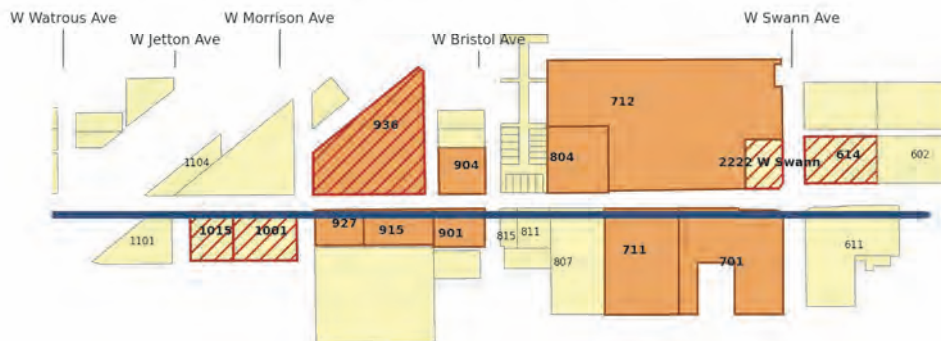
216. Figure 8 depicts the Corridor, the frontage parcels the excavation reaches, the eleven parcels outside the platted right-of-way and the contamination sites.

**S. HOWARD AVENUE CORRIDOR — Bayshore Boulevard to Swann Avenue
(NORTH IS TO THE RIGHT →; numbers are South Howard Avenue street addresses)**

Segment 1 — Bayshore Boulevard to Watrous Avenue (south half)



Segment 2 — Watrous Avenue to Swann Avenue (north half)



Sources: HCPA parcel boundaries (EPSG 2237); 60% Design Plans, final issuance 7/15/26; 26-07-18 Map Exhibits (11 parcels); FDEP site files; AREHNA boring table as read by Millburg (8/30/26). Street positions and boring locations approximate. Not a survey.

- Frontage parcel — excavation to the right-of-way line; dewatering drawdown and loss of lateral support beneath
- Eleven parcels the plans enter outside the platted right-of-way (Sheet 7, General Note 17)
- FDEP contamination site on or adjacent to the trench — dewatering regulated
- 10 ft x 10 ft box culvert centerline — open-cut trench approximately 18-19 ft deep (approx.)
- Boring where rock at the excavation bottom prevents sheet-pile embedment (approx.)

Figure 8 – The South Howard Avenue corridor from Bayshore Boulevard to Swann Avenue, north to the right: the frontage parcels the excavation reaches (yellow); the eleven parcels the plans enter outside the platted right-of-way (orange); the FDEP contamination sites (red hatch); the box-culvert centerline (blue); and the borings where rock at the excavation bottom prevents sheet-pile embedment (triangles). Prepared from Property Appraiser parcel boundaries and the 60% Plans; not a survey.

217. The City's construction phasing assigns each frontage parcel on the Corridor to one or more construction phases, each with a duration in working days.

218. The City's phasing assigns seventeen phases, totaling 727 working days, to South Howard Avenue between Bayshore Boulevard and Swann Avenue.

219. The City's phasing assigns Bern's premises at 1207 and 1208 South Howard Avenue to phases 7 through 9, totaling 210 working days, and its premises at 804 South Howard Avenue to phases 14 and 15, totaling 86 working days.

220. The City's phasing assigns HTLVI's premises at 1207 South Howard Avenue to phases 6 through 8, totaling 110 working days, and its premises at 1226 South Howard Avenue to phases 6 and 7, totaling 65 working days.

221. The City's phasing assigns the premises at 1101 South Howard Avenue to phases 9 and 10, totaling 190 working days; the premises at 915 South Howard Avenue to phases 12 and 13, totaling 83 working days; and the premises at 901 South Howard Avenue to phase 13, totaling 43 working days.

222. The City's phasing assigns JDJ's premises at 1015 South Howard Avenue to phase 10, totaling 60 working days.

223. The phases and working days assigned to the Plaintiffs' premises and to the premises of other representative members of the Corridor Class are set out in Table 5 and depicted in Figure 9.

Plaintiff or class member / premises	Folio	Use	Phase(s)	Working days of frontage work
Bern's Steak House – 1208 & 1207 S Howard Ave; 804 S Howard Ave	1860750000; 1176651202; 1861190000	Restaurant; parking	7–9; 14–15	210; 86
HTLVI Tampa / Epicurean Hotel – 1207 & 1226 S Howard Ave	1176651204; 1860960000	Hotel; restaurant	6–8; 6–7	110; 65
JL Ciccio, Lanza Soho and JLZ (Ciccio Restaurant Group) – 1101, 915 & 901 S Howard Ave	1174980000; 1173370000; 1173900000	Restaurants	9–10; 12–13; 13	190; 83; 43
JDJ Properties / Water + Flour – 1015 S Howard Ave	1174970000	Restaurant	10	60
SOHO Collection / Dry Bar / Optics SoHo – 711 S Howard Ave	1176650612	Retail condominium	15	50
SOHO Pointe / Radiant Waxing / Face Foundrie – 701 S Howard Ave	1176650724	Retail condominium	15	50
Soho Square Group – 927 S Howard Ave	1173340000	Mixed-use retail	11–12	55

Plaintiff or class member / premises	Folio	Use	Phase(s)	Working days of frontage work
Avanti Hyde Park – 611 S Howard Ave	1172990000	Drug store	17	30
Fonte Properties – 614 S Howard Ave	1844930000	Financial	16	15

Table 5 – *The Plaintiffs (first four rows) and other representative members of the Corridor Class, their premises, and the City’s phasing durations (City phasing, May 2026; working days per phase per City schedule).*

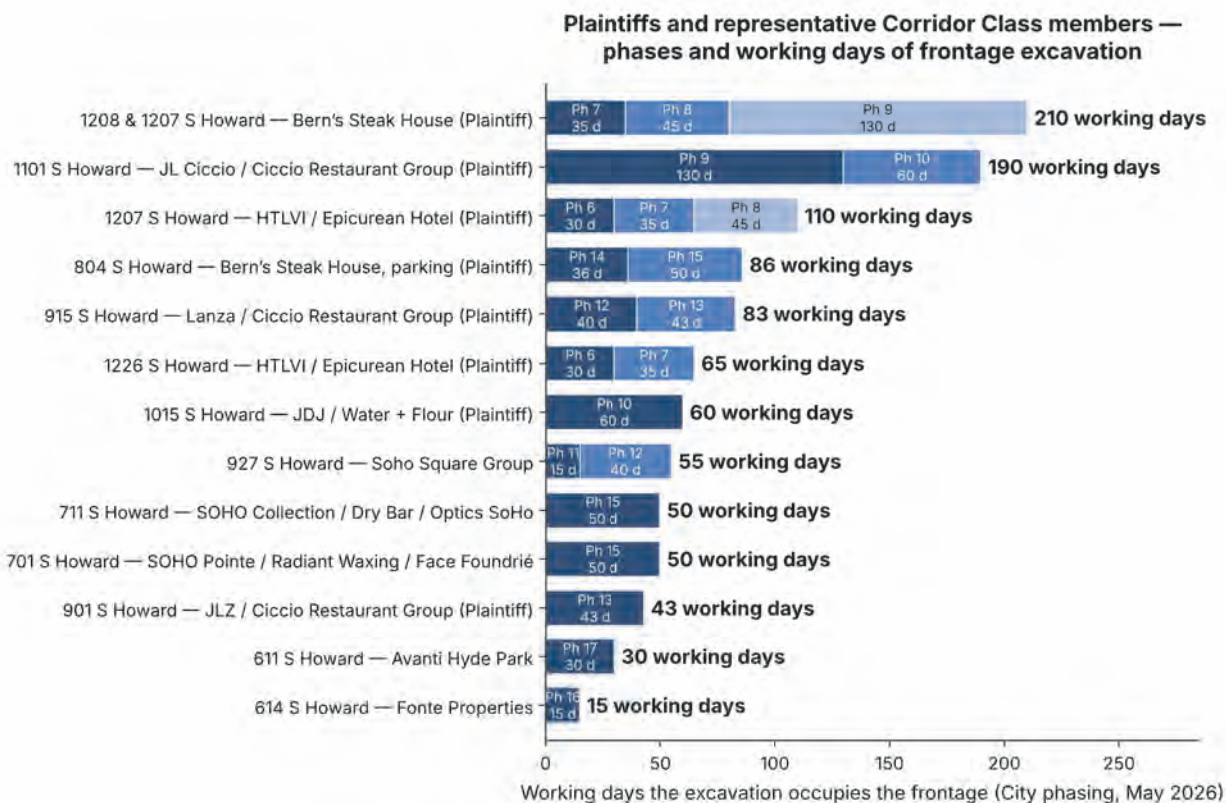


Figure 9 – *The premises of the Plaintiffs and the other representative class members in Table 5, the construction phases assigned to each by the City’s phasing, and the number of working days during which the excavation occupies each frontage.*

G. The Charter and Statutes That Govern the City’s Actions

224. Section 7.08 of the City Charter provides that funds raised by taxation or by the sale of bonds shall not be diverted to any purpose other than that for which they were raised.

225. Section 7.08 permits such funds to be re-used only upon completion or abandonment of the improvement for which they were raised, and then only as provided

in the document that authorized the expenditure.

226. Section 7.08 prohibits any contract in excess of the funds provided for carrying it out, and declares such a contract void.

227. Section 166.241(2), Florida Statutes, requires that the amounts available from taxation and other sources equal the total appropriations.

228. Section 212.055(2), Florida Statutes, and Hillsborough County Ordinance No. 96-12 restrict Community Investment Tax proceeds to the projects identified for that funding.

229. Resolution No. 2016-684 restricts the proceeds of the Series 2016 Bonds to the costs of the Series 2016 Project.

230. Section 287.055(9)(a), Florida Statutes, requires the City to award design-build contracts in accordance with the procurement laws, rules and ordinances applicable to it.

231. Section 287.055(9)(c), Florida Statutes, requires each agency other than a state agency to adopt rules or ordinances for the award of design-build contracts.

232. Section 287.055(9)(c), Florida Statutes, requires a municipality that awards a design-build contract by a qualifications-based selection process to do so pursuant to subsections (3), (4) and (5) of section 287.055.

233. Section 8.06 of the City Charter prohibits splitting a contract for the purpose of avoiding competitive bidding.

234. Section 8.03 of the City Charter provides that any contract in violation of the Charter or any City ordinance is void.

Class Representation Allegations

235. Under Florida Rule of Civil Procedure 1.220, Bern's brings Counts I, II and III on its own behalf and on behalf of the following class (the "Assessed Owner Class"): all persons and entities who hold record title to real property within the Improvement

Area on which the Assessment is levied, excluding the City and its agencies, the State of Florida and its agencies, THEA, and Kimmins.

236. Under Florida Rule of Civil Procedure 1.220, Bern's brings Counts I and IV on its own behalf and on behalf of the following class (the "Corridor Class"): all persons and entities who hold record title to real property abutting the Corridor, or who own or operate a business open to the public on such property, excluding the City and its agencies, the State of Florida and its agencies, THEA, CSX Transportation, Inc., and Kimmins.

237. Each class is so numerous that joinder of all members is impracticable.

238. The Assessed Owner Class includes the owners of approximately 103,000 assessed parcels and consists of approximately 100,000 members.

239. The Corridor Class includes the owners of more than fifty parcels and the operators of more than fifty businesses, and consists of approximately one hundred members.

240. The members of each class can be identified from the Property Appraiser's records, the City's assessment rolls and the City's business-tax records.

241. The claims of the Assessed Owner Class present common questions of law and fact, including whether the Budget Resolution lawfully redirects Assessment proceeds, and whether the City changed the purpose or use of the Assessment without the notice and hearing section 197.3632(4) requires.

242. The claims of the Corridor Class present common questions of law and fact, including whether the Budget Resolution lawfully redirects restricted proceeds to the Project, and whether GMP-1 was awarded in accordance with Executive Order 2023-7 and section 287.055(9), Florida Statutes.

243. Bern's claims are typical of the claims of each class because Bern's owns assessed property, owns property on the Corridor, operates a business there, and challenges the same actions of the City on the same legal theories.

244. Bern's is both an owner of property abutting the Corridor and the operator of a business on that property, and is a member of both groups the Corridor Class comprises.

245. Bern's will fairly and adequately protect the interests of each class. Bern's has no interest that conflicts with the interests of the members of either class.

246. Bern's seeks the same declaratory and injunctive relief for itself that it seeks for each class.

247. Bern's has retained counsel experienced in complex litigation against governmental entities.

248. Counts I through IV are maintainable under Rule 1.220(b)(2) because the City has acted on grounds generally applicable to each class, making final declaratory and injunctive relief appropriate for each class as a whole.

249. Count V is brought by Plaintiffs individually and not on behalf of either class.

250. If class representation is unavailable as to any count, that count is asserted by each Plaintiff individually.

Count I — Declaratory and Injunctive Relief: The Budget Resolution

(By Bern's on behalf of the Assessed Owner Class and the Corridor Class and by all Plaintiffs individually, against the City)

251. Plaintiffs reallege paragraphs 1 through 250.

252. A present, practical controversy exists between Plaintiffs and the City concerning whether the Budget Resolution lawfully appropriates restricted funds to the Project.

253. Plaintiffs have a bona fide, actual and present practical need for a declaration concerning the Budget Resolution.

254. The declaration Plaintiffs seek concerns a present, ascertained state of facts.

255. Plaintiffs' rights as owners of assessed property, and as owners and operators of property and businesses on the Corridor, depend on the facts and the law applicable to the Budget Resolution.

256. The City has an actual, present, adverse and antagonistic interest in the subject matter of this Count.

257. All persons with an adverse and antagonistic interest in the subject matter of this Count are before the Court.

258. The relief Plaintiffs seek is not merely legal advice or the answer to questions propounded from curiosity.

259. The proceeds of the Assessment, and of the bonds it secures, are restricted to stormwater improvements described in Appendix B.

260. The Budget Resolution unlawfully appropriates Assessment proceeds and Assessment-secured bond proceeds to the streetscape component of the Project, in violation of the Initial Assessment Resolution and the Master Bond Resolution.

261. The Budget Resolution unlawfully redirects to the Project Assessment and bond proceeds raised for the ten stormwater projects it defunds, in violation of Charter section 7.08, because none of those projects has been completed or abandoned.

262. The Budget Resolution unlawfully redirects to the Project proceeds of the Series 2016 Bonds appropriated to the Brorein Street and Cass Street bridge rehabilitations, components of the Series 2016 Project, for use on a project that Resolution No. 2016-684 does not identify as a component of the Series 2016 Project, in violation of Resolution No. 2016-684, section 212.055(2), Florida Statutes and Hillsborough County Ordinance No. 96-12.

263. The recital that the redirected funds are "no longer needed for their original purpose" is unsupported and arbitrary.

264. The Budget Resolution unlawfully treats as available revenue the conditional THEA contribution, in violation of Charter section 7.08 and section

166.241(2), Florida Statutes.

265. The Budget Resolution unlawfully treats as available revenue the proceeds of unauthorized debt, in violation of Charter section 7.08 and section 166.241(2), Florida Statutes.

266. Plaintiffs and the members of each class are injured by the Budget Resolution as alleged above.

267. The Budget Resolution provides funds from which the City intends to pay for the work under GMP-1.

268. A declaration and injunction under this Count would prevent the City from paying for that work with the restricted funds the Budget Resolution redirects.

269. Section 86.061, Florida Statutes, authorizes supplemental relief, including a permanent injunction, to give effect to the declaration.

WHEREFORE, the Plaintiffs, individually and on behalf of the Assessed Owner Class and the Corridor Class, request that this Court certify this Count as a class action under Rule 1.220(b)(2), appoint Bern's as class representative and its counsel as class counsel, and enter judgment against the City:

a. declaring that proceeds of the Assessment, and of the bonds it secures, may not be spent on the streetscape component of the Project or on any other work that does not detain, retain, convey or treat stormwater;

b. declaring the Budget Resolution invalid to the extent it redirects Assessment, bond and Community Investment Tax proceeds from the twelve defunded projects and fund balances, and to the extent it appropriates the THEA contribution and the proceeds of unauthorized debt;

c. permanently enjoining the City from spending those proceeds on the Project except as lawfully authorized;

d. retaining jurisdiction to grant further relief under section 86.061, Florida Statutes; and

e. awarding Plaintiffs their costs and such other relief as the Court deems just and proper.

Count II — Declaratory and Injunctive Relief: The Change in the Purpose and Use of the Assessment

(By Bern's on behalf of the Assessed Owner Class and by all Plaintiffs individually, against the City)

270. Plaintiffs reallege paragraphs 1 through 250.

271. A present, practical controversy exists between Plaintiffs and the City concerning whether the City could change the purpose and use of the Assessment without the notice and hearing section 197.3632(4), Florida Statutes, requires.

272. Plaintiffs have a bona fide, actual and present practical need for a declaration concerning the change in the purpose and use of the Assessment.

273. The declaration Plaintiffs seek concerns a present, ascertained state of facts.

274. Plaintiffs' rights as owners of assessed property depend on the facts and the law applicable to that change.

275. The City has an actual, present, adverse and antagonistic interest in the subject matter of this Count.

276. All persons with an adverse and antagonistic interest in the subject matter of this Count are before the Court.

277. The relief Plaintiffs seek is not merely legal advice or the answer to questions propounded from curiosity.

278. The September 17, 2026 actions changed the purpose of the Assessment and the use of its revenue within the meaning of section 197.3632(4)(a)4.

279. The City did not adopt that change at a public hearing held on or before September 15, 2026.

280. The City did not mail notice of that change to the owners of assessed property.

281. The City Council did not, at its September 3 or September 17, 2026 meetings or otherwise, adopt a resolution changing the purpose of the Assessment or the use of its revenue, or make findings supporting such a change.

282. The change is therefore ineffective.

283. The Assessment may not lawfully be spent on the streetscape component of the Project.

284. Plaintiffs and the members of the Assessed Owner Class were denied the notice, hearing and objection rights the statute guarantees them.

285. Section 86.061, Florida Statutes, authorizes supplemental injunctive relief.

WHEREFORE, the Plaintiffs, individually and on behalf of the Assessed Owner Class, request that this Court certify this Count as a class action under Rule 1.220(b)(2), appoint Bern's as class representative and its counsel as class counsel, and enter judgment against the City:

a. declaring that the September 17, 2026 appropriation of the Assessment to the Project changed the purpose and use of the Assessment within the meaning of section 197.3632(4)(a)4., Florida Statutes, and is ineffective until adopted after the notice and hearing section 197.3632(4) requires;

b. declaring that Assessment proceeds may not be spent on the streetscape component of the Project;

c. permanently enjoining the City from spending Assessment proceeds on the Project under the September 17, 2026 appropriation until it complies with section 197.3632(4), and from spending them on the streetscape at any time;

d. retaining jurisdiction to grant further relief under section 86.061, Florida Statutes; and

e. awarding Plaintiffs their costs and such other relief as the Court deems just and proper.

Count III — Declaratory and Injunctive Relief: The Assessment as an Unauthorized Tax

(By Bern's on behalf of the Assessed Owner Class and by all Plaintiffs individually, against the City)

286. Plaintiffs reallege paragraphs 1 through 250.

287. A present, practical controversy exists between Plaintiffs and the City concerning whether the Assessment, to the extent its proceeds are re-purposed to the Project, is a valid special assessment.

288. Plaintiffs have a bona fide, actual and present practical need for a declaration concerning the validity of the re-purposed Assessment.

289. The declaration Plaintiffs seek concerns a present, ascertained state of facts.

290. Plaintiffs' rights as owners of assessed property depend on the facts and the law applicable to the validity of the re-purposed Assessment.

291. The City has an actual, present, adverse and antagonistic interest in the subject matter of this Count.

292. All persons with an adverse and antagonistic interest in the subject matter of this Count are before the Court.

293. The relief Plaintiffs seek is not merely legal advice or the answer to questions propounded from curiosity.

294. Plaintiffs and the members of the Assessed Owner Class pay the Assessment.

295. The September 17, 2026 actions re-purposed Assessment proceeds to the Project.

296. The City made no determination that the re-purposed Assessment confers a special benefit on the assessed parcels.

297. The City made no determination that the re-purposed Assessment is fairly apportioned among the assessed parcels.

298. To the extent of the re-purposed proceeds, the Assessment lacks the special benefit on which its validity depends.

299. To the extent of the re-purposed proceeds, the Assessment lacks the fair apportionment on which its validity depends.

300. To the extent of the re-purposed proceeds, the Assessment is an unauthorized tax under Article VII, sections 1(a) and 9(a) of the Florida Constitution.

301. Section 86.061, Florida Statutes, authorizes supplemental injunctive relief.

WHEREFORE, the Plaintiffs, individually and on behalf of the Assessed Owner Class, request that this Court certify this Count as a class action under Rule 1.220(b)(2), appoint Bern's as class representative and its counsel as class counsel, and enter judgment against the City:

a. declaring that, to the extent of the proceeds re-purposed to the Project, the Assessment is an unauthorized tax under Article VII, sections 1(a) and 9(a) of the Florida Constitution;

b. permanently enjoining the City from spending Assessment proceeds on the Project unless and until the City determines, after the notice and hearing the law requires, that the Project confers a special benefit on the assessed parcels and that its cost is fairly apportioned among them;

c. retaining jurisdiction to grant further relief under section 86.061, Florida Statutes; and

d. awarding Plaintiffs their costs and such other relief as the Court deems just and proper.

Count IV — Declaratory and Injunctive Relief: The Award of GMP-1

(By Bern's on behalf of the Corridor Class and by all Plaintiffs individually, against the City and Kimmins)

302. Plaintiffs reallege paragraphs 1 through 250.

303. A present, practical controversy exists between Plaintiffs and the City and Kimmins concerning whether GMP-1 was lawfully awarded.

304. Plaintiffs have a bona fide, actual and present practical need for a declaration concerning the award of GMP-1.

305. The declaration Plaintiffs seek concerns a present, ascertained state of facts.

306. Plaintiffs' rights as owners and operators of property and businesses on the Corridor depend on the facts and the law applicable to the award of GMP-1.

307. The City and Kimmins each have an actual, present, adverse and antagonistic interest in the subject matter of this Count.

308. All persons with an adverse and antagonistic interest in the subject matter of this Count are before the Court.

309. The relief Plaintiffs seek is not merely legal advice or the answer to questions propounded from curiosity.

310. Executive Order 2023-7 is a procurement rule applicable to the City within the meaning of section 287.055(9)(a), Florida Statutes.

311. Executive Order 2023-7 applies to the award of GMP-1.

312. The changes in the Project described in paragraphs 121 through 126 are cardinal or material changes within section 5.1 of Executive Order 2023-7.

313. The changes in the Project described in paragraphs 121 through 126 are cardinal or material changes within section 5.2 of Executive Order 2023-7.

314. The cost of the Project as priced exceeds twice the engineer's estimate advertised with the RFQ, and the cost of the Project including the work removed from Phase 1 and relegated to a future phase will exceed twice the budgeted amount advertised with the RFQ.

315. The cost of constructing the Project, including the costs GMP-1 excludes, exceeds \$230,000,000.

316. Section 5.0 of Executive Order 2023-7 required a new competitive selection before the award of GMP-1.

317. The City awarded GMP-1 without a new competitive selection.

318. Because the City selected the Kimmins team by a qualifications-based selection process, section 287.055(9)(c), Florida Statutes, required the City to award GMP-1 pursuant to section 287.055(5).

319. The City awarded GMP-1 without the determination, based on a detailed analysis of cost, that the price is fair, competitive and reasonable, that section 4.4 of Executive Order 2023-7 and section 287.055(5)(a), Florida Statutes, require.

320. The removal of the Parkland Estates work from Phase 1 and the relegation of work in Palma Ceia Pines to future phases divided the Project to avoid the re-selection Executive Order 2023-7 requires.

321. That division of the Project violated Charter section 8.06.

322. GMP-1 was not awarded in accordance with section 287.055(9)(a), Florida Statutes, and is void under Charter section 8.03.

323. Kimmins is joined so that the declaration binds it.

324. Plaintiffs and the members of the Corridor Class are specially injured by the award of GMP-1 as alleged above.

325. GMP-1 authorizes the changes in the scope of the Project after the RFQ described in paragraphs 121 through 126, including the full-width closure of South Howard Avenue in each construction phase.

326. Those changes cause the injuries alleged in paragraphs 183 through 222.

327. A declaration that GMP-1 is void, and an injunction against its performance, would prevent those injuries.

328. Section 86.061, Florida Statutes, authorizes supplemental injunctive relief.

WHEREFORE, the Plaintiffs, individually and on behalf of the Corridor Class, request that this Court certify this Count as a class action under Rule 1.220(b)(2), appoint

Bern's as class representative and its counsel as class counsel, and enter judgment against the City and Kimmins:

a. declaring that GMP-1 was awarded without the new competitive selection that section 5.0 of Executive Order 2023-7 requires, and is void;

b. in the alternative, declaring that GMP-1 was awarded without the cost determination that section 4.4 of Executive Order 2023-7 and section 287.055(5)(a), Florida Statutes, require;

c. permanently enjoining the City from performing or paying under GMP-1, and enjoining Kimmins from performing under it, unless and until the City conducts the competitive selection Executive Order 2023-7 requires;

d. retaining jurisdiction to grant further relief under section 86.061, Florida Statutes; and

e. awarding Plaintiffs their costs and such other relief as the Court deems just and proper.

Count V — Petition for Writ of Quo Warranto (Pleaded in the Alternative)

(By all Plaintiffs, against the City and the Mayor)

329. Plaintiffs reallege paragraphs 1 through 250.

330. This Count is pleaded in the alternative to Counts I through IV, to the extent the Court determines that declaratory relief is unavailable.

331. The City has no power to spend Assessment proceeds on purposes the Assessment does not authorize, including the streetscape.

332. By the Budget Resolution and GMP-1, the City and the Mayor purport to exercise that power.

333. The City and the Mayor have no power to award a design-build contract except in accordance with the procurement rules applicable to the City, including Executive Order 2023-7.

334. By awarding and executing GMP-1 without the competitive selection Executive Order 2023-7 requires, the City and the Mayor purport to exercise a power they do not have.

335. Plaintiffs petition as taxpayers of the City.

336. This Count enforces a public right.

WHEREFORE, in the alternative to Counts I through IV, Plaintiffs request that this Court:

a. issue an order directing the City and the Mayor to show cause why a writ of quo warranto should not issue;

b. issue a writ of quo warranto and enter judgment that the City and the Mayor are without authority to spend Assessment proceeds on the streetscape component of the Project or on any purpose for which the Assessment was not levied, and are without authority to perform GMP-1 without the competitive selection Executive Order 2023-7 requires; and

c. award Plaintiffs their costs and such other relief as the Court deems just and proper.

Demand for Jury Trial

Plaintiffs do not demand trial by jury; the claims pleaded are equitable and declaratory.

Reservation

Plaintiffs reserve the right to amend this Complaint to add claims that ripen upon further action by the City or Kimmins, including without limitation the filing of any bond-validation complaint, the issuance of any permit, the commencement of construction, or any entry upon their property or that of the members of either class.

DATED this 8th day of October, 2026.

Respectfully submitted,

/s/ Edward P. de la Parte, Jr.

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COUNSEL FOR PLAINTIFFS

EXHIBIT "A"

Material portions of Resolution No. 2026-775 (File No. INF26-26421; Item 66, adopted September 17, 2026) and the executed Design-Build Services Agreement with a Guaranteed Maximum Price, Contract 23-C-00021-GMP01 (GMP-1), dated September 17, 2026: the Resolution; Agreement cover page and Articles 1 (Definitions, including § 1.12), 4 (§ 4.1.8), 5 (§§ 5.1, 5.8), 7 (§ 7.3), 8 (§ 8.8), 9 (§ 9.5) and 10, Article 34 and executed signature page; Exhibit E (Kimmins GMP Proposal dated July 23, 2026); Exhibit G (Notification of Funding Sources); the City's Notice to Proceed dated September 21, 2026, and transmittal of the executed Agreement to the City Clerk dated September 22, 2026; and Agenda Item Request and Summary Sheet.

RESOLUTION NO. 2026- 775

A RESOLUTION APPROVING A DESIGN-BUILD SERVICES AGREEMENT WITH A GUARANTEED MAXIMUM PRICE (GMP-1) FOR CONTRACT 23-C-00021-GMP01 SOUTH HOWARD FLOOD RELIEF PROJECT DESIGN-BUILD BETWEEN THE CITY OF TAMPA AND KIMMINS CONTRACTING CORP., IN THE AMOUNT OF \$92,712,980.91; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF TAMPA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2024-1071, the City of Tampa ("City") entered into an agreement with Kimmins Contracting Corp. ("Firm") on November 21, 2024, in the amount of \$7,728,537, to provide certain professional design-build services pertaining to Contract 24-C-00021 South Howard Flood Relief Project Design-Build ("Project"); and

WHEREAS, the City and the Firm desire to enter into a Design-Build Services Agreement with a Guaranteed Maximum Price for Contract 24-C-00021-GMP01 in the amount of \$92,712,980.91 ("GMP-1 Agreement"), to provide for the construction of a new stormwater box culvert starting at Bayshore Boulevard up Howard Avenue to Swann Avenue and then proceeding west until reaching Audubon Avenue and then proceeding north for 500 feet. In addition to new underground utilities along with new streetscape and roadway; and

WHEREAS, compensation for such professional design-build services shall not exceed the amount of \$92,712,980.91 as described in Exhibit E of the GMP-1 Agreement and funds for payment of said services are available in the appropriate accounts in the budget of the City of Tampa.

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA, THAT:**

Section 1. This Design-Build Services Agreement with a Guaranteed Maximum Price for 24-C-00021-GMP01 South Howard Flood Relief Project Design-Build between the City of Tampa and Kimmins Contracting Corp. in the amount of \$92,712,980.91, a copy of which is attached hereto and made a part hereof, is approved and authorized in its entirety or in substantially similar form.

Section 2. The Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk of the City of Tampa ("City Clerk") to attest and affix the official seal of the City to, said GMP-1 Agreement on behalf of the City.

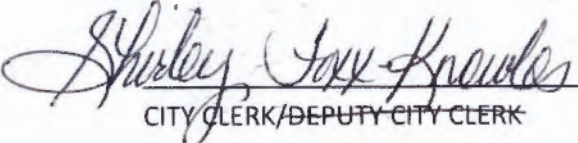
Section 3. This Resolution authorizes an agreement between the City of Tampa and Kimmins Contracting Corp. for design-build services in connection with the South Howard Flood Relief Project Design-Build in the amount of \$92,712,980.91 for use by the Mobility Department within the Stormwater Improvement Assessment Fund, Stormwater Bond Series 2018 Fund, Stormwater Bond Series 2021 Fund, Stormwater Bond Series 2023 Fund, Stormwater Improvement Future Debt Fund, Stormwater Grants Fund, and the CIT Series 2016 Bonds Capital Project Fund.

Section 4. The City Clerk shall file a fully executed copy of the GMP-1 Agreement in the official records of the City as maintained by the Office of the City Clerk.

Section 5. The other proper officers of the City are hereby authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on SEP 17 2026

ATTEST:


CITY CLERK/DEPUTY CITY CLERK


CHAIR/CHAIR PRO-TEM, CITY COUNCIL

APPROVED AS TO FORM:

Justin R. Vaske e/s
Justin R. Vaske, Sr. Assistant City

City Of Tampa Design-Build Guaranteed Maximum Price (GMP) Agreement

Design-Build Services Agreement
for

CONTRACT 23-C-00021-GMP01 South Howard Flood Relief Project Design-Build, ("Project")

between

The City of Tampa, Florida, ("CITY")

and

Kimmins Contracting Corp., ("FIRM")

DESIGN-BUILD SERVICES AGREEMENT

WITH A GUARANTEED MAXIMUM PRICE ("GMP")

This Agreement (herein called "Agreement" or "Contract") is made and entered into at Tampa, Florida, this 17th day of September, 2026, by and between the CITY OF TAMPA, whose address for the purpose of this Agreement is 315 West Kennedy Boulevard, Tampa, Florida 33602, a municipality organized and existing under the laws of the State of Florida ("CITY"), and Kimmins Contracting Corp., a FIRM existing under the laws of the State of New York, the address of which is 1501 E. 2nd Ave., Tampa, FL, 33605, ("FIRM") for the construction of Contract 23-C-00021-GMP01; South Howard Flood Relief Project Design-Build ("Project") as designed by Atkins and Wade Trim, pursuant to the Project Construction Documents listed in Exhibit D, attached hereto and made a part hereof, to be located in Tampa, Florida. The FIRM and CITY agree as set forth below.

ARTICLE 1 DEFINITIONS

1.1 Application for Payment – shall mean an application submitted by the FIRM for payment in accordance with the terms of the Agreement on approved forms and containing such information as is required under the Agreement or as may be reasonably required by the CITY in order to process such application.

1.2 Certificate for Payment – shall mean a certificate issued by the CITY's Representative stating that on the basis of the CITY's observations and inspection, the work for which an Application for Payment has been submitted has been completed in accordance with the terms and conditions of the Contract Documents.

1.3 Change Order – shall mean a written order requiring an addition or deduction in the performance of work or services not otherwise contemplated in the Agreement which also includes appropriate adjustments in the compensation and/or completion date pursuant to Article 11 of this Agreement and which is approved by the CITY Council and which amends the terms of the Agreement.

City Of Tampa Design-Build Guaranteed Maximum Price (GMP) Agreement

1.4 CITY's Representative - as defined in Section 9.1 hereof.

1.5 Design-Build Fee – as set forth in Section 5.2 hereof.

1.6 Construction Phase Services – as defined in Article 4 hereof.

1.7 Contract Documents – shall mean this Agreement, any Change Orders, Work Directive Changes, Field Orders, all Exhibits to this Agreement, the Design Documents and all drawings and other documents referenced in the Project Construction Documents as listed in Exhibit D.

1.8 Cost of Construction – as defined in Section 5.4 hereof.

1.9 Day/Date - The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. If any date specified in this Agreement falls on a Saturday, Sunday or legal holiday, then the date to which such reference is made shall be extended to the next succeeding business day.

1.10 Field Orders – shall mean minor changes in the work covered by this Agreement not involving an adjustment to compensation or time under the Agreement and not inconsistent with the intent of the Contract Documents. Such order shall be affected by a written order executed by the CITY's Representative, in accordance with Section 11.7 of the Agreement.

1.11 Guaranteed Completion Date – shall mean the date by which the FIRM is to achieve Substantial Completion of the Work required of it hereunder, as said dates may be adjusted pursuant to the terms hereof. The Guaranteed Completion Date calendar date or number of calendar days from the date of signature of the Notice to Proceed (NTP) or the issuance of permits sufficient to allow the start of on-site work (The Start of the Work), whichever comes later, which calendar date or number of calendar days shall be established in the GMP Proposal.

City Of Tampa Design-Build Guaranteed Maximum Price (GMP) Agreement

1.12 Guaranteed Maximum Price ("GMP") – is the total amount established in the GMP Proposal which the FIRM guarantees that the Cost of Construction for the entire Project, as such amount is adjusted pursuant to the provisions of this Agreement, shall not exceed.

1.13 Owner's Contingency - shall be the amount, if any, set aside in the GMP for which the CITY shall have sole discretion as to its use.

1.14 Project Construction Documents – shall mean all drawings, plans, documents, specifications and technical material of any nature required for the permitting and construction of the Project as described in Exhibit D.

1.15 Substantial Completion – shall mean the stage in the progress of the work when the work or designated portion of the work is sufficiently complete in accordance with the Contract Documents so that the CITY can occupy or utilize the work for its intended use.

1.16 Utilities – shall mean all roadway, railways, drainage facilities, or public or private utility facilities, including, without limitation, any potable water facilities, any sanitary sewer facilities, any electrical power facilities, any telecommunication facilities, any television facilities or any gas facilities.

1.17 Work shall mean all work required under this Agreement, the Contract Documents or the Project Construction Documents, or any work that is related to the construction of the Project.

1.18 Work Directive Change – shall mean a written directive to the FIRM issued on or after the date the Agreement has been executed and signed by the CITY's Representative ordering additions, deletions or revisions to the scope of the FIRM's services under this Agreement. Any change to the Cost of Construction required by a Work Directive Change, not otherwise compensated by means of monies designated in the GMP as 'Owner's Contingency', shall be incorporated in a Change Order which shall include adjustments in compensation and time of performance as are mutually agreed upon by the CITY and the FIRM or which include such adjustments as the CITY deems appropriate subject to the FIRM's right to make claims in

additional work shall be the subject of a Change Order or Work Directive Change as hereinafter provided.

4.1.8 Truth-In-Negotiation Certification. The FIRM certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of the execution of this Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the Agreement amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

4.1.9 Utilities. Based upon reasonable inquiries with the known utility providers in the area, the FIRM shall locate all known existing utilities above, upon, or under the Project site. The FIRM shall contact the owner of all known Utilities to determine the location of and necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. The FIRM shall schedule and coordinate its work around any such relocation or temporary service interruption. The FIRM shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the work. Additional compensation may be due should existing utilities impacting the work be discovered, which are not identified by utility providers or shown on the Construction Documents.

4.1.10 FIRM's Representative. The FIRM designates John Zemina, Vice President as its Representative whose address is 1501 E. 2nd Ave., Tampa, FL, 33605, to represent and act for the FIRM (FIRM Representative). All notices, determinations, instructions and other communications given to the FIRM's Representative shall be binding upon the FIRM. The CITY shall be entitled to rely upon the FIRM's Representative authority as set forth within this Agreement.

4.1.11 Record Contract Documents. The FIRM shall maintain at its primary local office one record set of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Change Directives and Field

good such damage or injury, the CITY may, upon forty-eight (48) hour written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the FIRM under this Agreement. Nothing in this clause shall prevent the FIRM from receiving proper compensation for the removal, damage, or replacement of any public or private property not shown on the Plans, when this is made necessary by alteration of grade or alignment authorized by the CITY, provided that such property has not been damaged through fault of the FIRM, his employees or agents.

4.1.28 Boundaries. The FIRM shall confine his equipment, apparatus, the storage of materials, supplies and apparatus of his workmen to the limits indicated on the plans, by law, ordinances, permits or direction of the CITY.

4.1.29 Environmental Considerations. The FIRM, in the performance of the work under this FIRM, shall comply with all Local, State and Federal laws, statutes, ordinances, rules and regulations applicable to protection of the environment; and, in the event he violates any of the provisions of same, he shall be answerable to the Local, State and Federal agencies designated by law to protect the environment. In the event the CITY receives, from any of the environmental agencies, a citation which is occasioned by an act or omission of the Contractor or his subcontractor or any officers, employees or agents of either, it is understood and agreed that the FIRM shall automatically become a party-respondent under said citation; and the CITY immediately shall notify the FIRM and provide him with a copy of said citation. The FIRM shall comply with the requirements of the citation and correct the offending conditions(s) within the time stated in said citation and further shall be held fully responsible for all fines and/or penalties.

4.1.30 Working Hours. All work under this Agreement shall be performed during regular working hours, which are Monday through Friday, 7:00 a.m. to 4:00 p.m. No work shall be performed on official CITY holidays or during hours other than regular working hours without prior approval of the CITY.

ARTICLE 5 COMPENSATION

City Of Tampa Design-Build Guaranteed Maximum Price (GMP) Agreement

5.1 Generally. The FIRM's compensation for all work to be performed by the FIRM under this Agreement shall consist of: (a) "Design-Build Fee" as described in Section 5.2 of this Agreement; and (b) the "Cost of Construction" as described in Section 5.4 of this Agreement which shall not exceed the "Guaranteed Maximum Price" for the construction of the Project as described in Section 5.3 hereof. If the CITY elects or is required under this Agreement to make changes in the design or construction of the Project as hereinafter provided, then any increase in the Design-Build Fee, the Guaranteed Maximum Price or the Cost of Construction caused by such a change shall be incorporated in the Change Order or Work Directive Change as hereinafter provided.

5.2 DESIGN-BUILD Fee. In consideration of the DESIGN-BUILD services rendered by the FIRM in connection with the Construction Phase Services, the CITY agrees to pay the FIRM a fee in the amount of (8.5%) eight and a half percent of the Cost of Construction, which fee shall be included as part of the GMP for the project as described in Sections 1.12 and 5.3 hereof.

5.3 Guaranteed Maximum Price. The FIRM hereby guarantees that the Cost of Construction as described in Section 5.4 of this Agreement plus the Design-Build Fee shall not exceed the GMP established in the GMP Proposal.

5.3.1 To the extent that the Cost of Construction plus the Design-Build Fee is less than the GMP, the savings shall be shared as follows:

CITY = 50%

FIRM = 50%

5.3.2 100% of any unused portions of monies designated in the GMP as "Owner's Contingency" and "FIRM Contingency" shall be credited back to the CITY.

5.3.3 Intentionally deleted.

5.3.4 FIRM Contingency. The Guaranteed Maximum Price shall include a contingency for the FIRM's exclusive use (hereinafter the "FIRM's Contingency") to cover those

and equipment shall accrue to the CITY and the FIRM shall make provisions so that they can be secured. Amounts which accrue to the CITY in accordance with the provisions of this section shall be credited to the CITY as a deduction from the Cost of Construction.

5.7 Accounting Records. The FIRM shall keep full and detailed accounts and exercise such controls as may be reasonably necessary for proper financial management under this Agreement. The CITY, CITY's accountants and state and federal governmental agencies (if applicable) shall be afforded reasonable access to the FIRM's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the FIRM shall preserve these for a minimum period of three (3) years after final payment, or for such longer period as may be required by law.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Hillsborough County, Florida as often as the CITY, Grantor, representatives of the Comptroller General of the United States or other federal agency may reasonably require. The FIRM will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The CITY's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. The FIRM shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report to Grantor. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

5.8 Project Funding. In accordance with applicable local, state and federal laws the CITY has awarded the FIRM funding as detailed in Exhibit G. Funding does include multiple sources, and the

corresponding grant agreement is attached herein as Exhibit G.

ARTICLE 6 PAYMENT

6.1 Payment of Fee. Subject to the withholding requirements of this Agreement and the rights of the CITY hereunder, the Design-Build Fee shall be paid by the CITY to the FIRM in accordance with the following schedule:

6.1.1 The Design-Build Fee shall be paid monthly as a percentage of the Cost of Construction. No retainage shall be held on the Design-Build Fee.

6.1.2 The FIRM and the CITY agree and acknowledge that \$50 of the Design-Build Fee is paid by the CITY to the FIRM as separate consideration for the indemnification of the CITY.

6.2 Payment of the Cost of Construction. Subject to the withholding requirements of this Agreement (excluding retainage) and the rights of the CITY hereunder, the CITY shall pay the Cost of Construction in the following manner and under the following conditions:

6.2.1 As a condition precedent to payment, the FIRM shall furnish to the CITY such schedules of quantities and costs, progress schedules, reports, invoices, delivery tickets, estimates, records, or other data as the CITY may reasonably request concerning work performed or to be performed and the materials furnished under the Agreement.

6.2.2 The General Conditions Fee shall be paid in equal payments prorated over the period of construction and will be billed with each application for payment throughout the anticipated duration of the project. No retainage shall be held on the General Conditions Fee.

6.2.3 Subject to the CITY's retainage rights and other rights provided elsewhere, the FIRM shall pay no later than the 5th business day following payment to the FIRM, (a) for all transportation and utility services, (b) for all materials, tools, and equipment delivered at the site of the Project, (c) to each of its subcontractors, the respective amounts

7.2 If, during the term of this Agreement, the CITY shall become dissatisfied with the surety for the Public Construction Bond due to such surety's failure to maintain the minimum ranking noted in Section 7.1 above, the FIRM shall, within fifteen (15) days after written notice from the CITY, obtain and submit a replacement bond from another surety reasonably acceptable to the CITY and meeting the requirements as set forth herein. The form of such replacement bond shall be identical to the bond approved by the CITY as set forth in Exhibit A attached hereto and made a part hereof. Any such replacement bond shall be in an amount reasonably acceptable to the CITY, but in no event more than the bond it is replacing. All premiums associated with any such replacement bond shall be paid by the FIRM and shall be recoverable as part of the Cost of Construction for which a change will be issued to adjust the GMP. The FIRM shall not be entitled to any further progress payments under Article 6 until such replacement bond has been provided to the CITY. Any such replacement bond shall also be recorded in the Public Records of Hillsborough County, Florida.

7.3 In no event shall the Cost of Construction together with the Design-Build Fee exceed the GMP, except as adjusted by Change Orders.

ARTICLE 8 THE FIRM'S REPRESENTATIONS,
 COVENANTS AND WARRANTIES

8.1 The FIRM warrants to the CITY that materials and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Contract Documents.

8.2 Further, the FIRM warrants the work against any defects in workmanship or materials for a period of one (1) year following the date of the Guaranteed Completion Date of the Project, or portion thereof, or for such longer periods of time as may be set forth with respect to certain warranties required by this Agreement. Under this warranty, the FIRM hereby agrees to make good, without delay at its own expense, any failure of any part of the

City Of Tampa Design-Build Guaranteed Maximum Price (GMP) Agreement

work due to faulty materials or manufacture, construction, or installation, or the failure of any equipment to perform in accordance with the requirements of the Contract Documents, and further shall make good any damage to any part of the Project caused by such failure. In addition, all warranties in excess of one year, either as required by the Contract Documents or as otherwise provided, will be transferred to the CITY by the FIRM.

8.3 The FIRM shall secure required certificates of inspection, testing or approval and deliver them to the CITY.

8.4 The FIRM shall assign all written equipment and vendor warranties and equipment manuals and deliver them to the CITY at the time of the Guaranteed Completion date.

8.5 The FIRM shall direct the checkout of utilities and operations of systems and equipment for readiness, and assists in their initial start-up and testing.

8.6 The FIRM agrees that the Public Construction Bond required hereunder shall fully cover all warranties contained herein and that all warranties, express or implied, inure to the benefit of the CITY and are enforceable by the CITY.

8.7 No Reliance. The FIRM acknowledges, understands and agrees that the Project Construction Documents, and each component thereof, do not constitute technical specifications and do not in any way reflect all of the design, permitting, regulatory and construction requirements of the Project.

8.8 Assumption of Risks by FIRM. The FIRM has entered into this Agreement with the full understanding and knowledge that there is no guarantee that a Notice to Proceed will be issued by the CITY. The FIRM agrees that the CITY shall not be liable for any damages associated with the CITY's withholding of the Notice to Proceed.

8.9 Except as otherwise provided in this Agreement, the FIRM shall have a duty to anticipate and provide adequate contingencies for risks associated with the Work for the Project. The FIRM shall take into consideration and factor into its Construction Schedule and

City Of Tampa Design-Build Guaranteed Maximum Price (GMP) Agreement

GMP, all site conditions and difficulties involved in the completion of the Work, the variations in permitting time frames, and the time frames available to CITY for reviewing deliverables, schedules, and payment invoices.

ARTICLE 9 THE CITY'S REPRESENTATIVE

9.1 CITY's Representative. The "CITY's Representative" for purposes of this Agreement shall be the Director of the Contract Administration Department whose address is 306 E. Jackson Street, Tampa, Florida 33602. The Director of the Contract Administration Department may designate other persons to carry out his duties hereunder. Such designations shall be in writing in accordance with Article 25 of this Agreement.

9.1.1 The Director of the Contract Administration Department or his representative, in addition to those matters elsewhere herein expressly made subject to his determination, direction, or approval, shall have the power, subject to such express provisions and limitations herein contained as are not in conflict herewith, and subject to review by the Mayor and CITY Council:

- (a) To monitor the work provided for under this Agreement; and
- (b) To determine how the work of this Project shall be coordinated with the work of other contractors engaged simultaneously at this Project; and
- (c) To make minor changes in the work as he deems necessary, provided such changes do not result in an increase in the time or cost to the CITY or to the FIRM.

The power of the CITY's Representative shall not be limited to the foregoing enumeration, for it is the intent of this Agreement that all of the work shall be subject to his determinations and approval, except where the determination or approval of someone other than the CITY's Representative is expressly called for herein and except as subject to review by the Mayor and CITY Council.

City Of Tampa Design-Build Guaranteed Maximum Price (GMP) Agreement

9.5 Evidence of Funding. Prior to commencement of work by the FIRM, the CITY shall deliver to the FIRM a certified copy of a resolution adopted by CITY Council: (a) authorizing this Agreement or such amendments to this Agreement as may be required prior to commencement of Construction Services, and (b) identifying the funds for payment of the Design-Build Fee and the Costs of Construction.

9.6 Material Testing. The FIRM shall furnish material testing, inspections and reports as required by law or the Contract Documents, the cost of which is included in the GMP.

9.7 Budgeted Appropriations. The CITY is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriations. With respect to this Agreement, the CITY has budgeted and appropriated sufficient monies to fund the CITY's obligation under this Agreement, however, all funding under this Agreement for subsequent years is subject to the availability of funds, and payment of any and all funds pursuant to this Agreement shall be made solely for costs incurred for the Work.

9.8 Notification of Faults or Defect. If the CITY observes or otherwise becomes aware of a fault or defect in the work or nonconformity with the design or Contract Documents, the CITY shall give prompt written notice thereof to the FIRM.

9.9 Timely Provision of Information and Decisions. The CITY shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.

9.10 Communication with Contractors. The CITY shall communicate with the FIRM's consultants and subcontractors only through the FIRM.

9.11 Legal Description and Land Survey. Prior to commencement of the Construction Phase Services, the CITY shall provide the FIRM with a survey of the Project site. The FIRM shall be entitled to rely upon the accuracy and completeness of the survey.

9.12 Hazardous Material.

ARTICLE 10 CONTRACT TIME

10.1 The period for performance shall be in accordance with Section 1.11.

10.2 The FIRM must commence the Construction within thirty (30) days subsequent of the date of the Notice to Proceed by the CITY or receipt of permits sufficient to allow construction to commence, whichever comes later, unless otherwise provided by the CITY. Time being of the essence of this Contract, the FIRM shall thereafter prosecute the work diligently, using such means and methods as will secure its substantial completion not later than the Guaranteed Completion Date or on the dates to which Guaranteed Completion Date may be extended as provided herein.

10.3 Extension of Time. If such an application is made, the FIRM shall be entitled to an extension of time for delay in completion of the services should the FIRM be delayed in the commencement, prosecution of completion of any part of said services by any act or delay of the CITY, or by acts or omissions of other contractors on this Project, or by a riot, insurrection, war, pestilence, epidemic, acts of public authorities, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessive inclement weather as indicated by the records of the local weather bureau for a five (5) year period preceding the date of the Agreement, or by strikes, or other causes, which causes of delay mentioned in this Agreement, in the reasonable opinion of the CITY, are beyond the expectation and control of the FIRM.

The FIRM shall, however, be entitled to an extension of time for such causes only for the number of days of delay which the CITY may reasonably determine to be due solely to the extent such causes and only to the extent that such occurrences actually delay the completion of the Project.

The determination made by the CITY on an application for the extension of time shall be subject to the FIRM's right to dispute extensions of time granted by the CITY pursuant to Article 16 hereof.

City Of Tampa Design-Build Guaranteed Maximum Price (GMP) Agreement

ARTICLE 34 EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

Exhibit A – Public Construction Bond

Exhibit B – Final Release and Affidavit

Exhibit C – CITY's Equal Business Opportunity Program

Exhibit D – Project Construction Documents as prepared by J. Kokolakis Contracting, Inc.
(A Record Set is on file with the Contract Administration Department.)

Exhibit E – Kimmins Contracting Corp.'s GMP PROPOSAL dated July 23, 2026 consisting of the FIRM's Cover Letter, Project Narrative, GMP Pricing Schedule of Values, List of Allowances, List of Documents, Qualifications, Assumptions, and Clarifications, Construction Schedule.

Exhibit F – Insurance

Exhibit G – Notification of Funding Sources

Exhibit H – Consolidated State Law Affidavit

ARTICLE 35 MISCELLANEOUS

35.1 Article Headings. Article headings in this Agreement are for convenience of reference only, and shall not be considered to be part of this Agreement or used in its interpretation.

35.2 No Joint Venture. Nothing in this Agreement shall be deemed to create or constitute a joint venture or partnership between the FIRM and the CITY with respect to the Project or this Agreement.

City Of Tampa Design-Build Guaranteed Maximum Price (GMP) Agreement

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed in its name by its Mayor, and attested and its official seal to be hereunto affixed by its CITY Clerk, and FIRM has caused this Agreement to be executed by an authorized individual and (as applicable) the corporate seal by proper authority affixed, in multiple counterparts as of the Effective Date.

FIRM:

Kimmins Contracting Corp.

By: John Zemina Digitally signed by John Zemina
Date: 2026.09.18 12:59:17 -04'00'

Print Name: John Zemina

Title: ☐ Pres ☒ Exec/Sr Vice Pres ☐ CEO ☐ Gen Partner ☐ Mgr (Mgr-Mgd LLC) ☐ Member (Member-Mgd LLC)

☐ Other (must attach proof of authority): _____

License no: CGC061458

Use entity Ch 471/481/489 license no;
individual's only if applicable.

[SEAL]

ATTEST:

CITY:

City of Tampa, Florida

By: [Signature] ~~City Clerk/Deputy City Clerk~~ By: Jane Castor
Jane Castor, Mayor
[SEAL]

APPROVED AS TO FORM:

Justin R. Vaske
Justin R. Vaske, Senior Assistant City Attorney

EXHIBIT E

Kimmins Contracting Corp.'s GMP PROPOSAL, dated July 23, 2026.

**South Howard Flood Relief Project
23-C-00021**

**Exhibit E
Scope of Services
Assumptions and Clarifications**

The scope of services shall consist of the construction phase of the South Howard Stormwater Drainage Improvements Project (23-C-00021) in accordance with the plans completed by AtkinsRealis and Wade Trim (W/T) 60% plans dated 6/22/2026.

The Contractor proposes to furnish all labor, materials, equipment, supervision, permits, utility coordination (W/T), maintenance of traffic, micro tunneling, reinforced concrete box culvert installation, storm, wastewater, watermain, reclaimed water, roadway restoration, testing, commissioning, as-built/placed utilities, and all work necessary to complete the South Howard Stormwater Drainage Improvements from Bayshore Boulevard to Swann Avenue, from Swann Avenue to Audubon Avenue North 500' on Audubon.

Scope of work to include:

- General Conditions & General Allowances
- Misc. R/O/W and NDPES Permits
- Arborist Services
- Maintenance of Traffic
- Site Preparation
- Storm Drainage System which includes box culvert, RCP, structures and all appurtenances
- Sanitary sewer
- Water main/reclaimed water main
- Roadway Reconstruction
- Landscaping/Irrigation Restoration
- Project duration is 43 months from date of NTP
- General Condition costs include contract labor administrative costs
- General Conditions to be paid out monthly a pro rata basis over contract duration
- All items with unit measure as Lump Sum and those units noted as Allowance are considered cost of the work items. Back-up costs will be provided for all pay items noted in the Schedule of Values (with the exception of General Conditions).
- 50/50 Savings split will not exceed \$6,000,000 (\$3,000,000 for each party)
- Contaminated soil or water treatment is excluded
- Coordinate only the relocation of TECO lines and associated third parties.
- GMP is based on City procuring the land at Parkland Estates and Swann to allow for construction of the work per 60% plans. If a revised design is required, it will require a work order for the new design and construction costs delta.
- We assume AMI Parking Garage is structurally sound and we can utilize normal construction techniques to install box culvert.

- Kimmins work at the AMI Pond will not include the work beyond the new slotted box culvert. All other work as shown on plan pages 189-192 and 221 is excluded and is NIC. It is understood that this NIC work must be completed for the project to be certified and accepted by SWFMP.
- Kimmins is proposing to CSX that we eliminate the microtunnel and associated work and close the existing crossing for 4-6 weeks. If approved, Kimmins will install new 10x10 box culvert and restore the track crossing. Atkins will design the crossing under a separate agreement. Any cost savings are included in 50/50 split which is capped at \$6,000,000.
- Fee is changed to 8.5% of costs incurred on the job.



KIMMINS CONTRACTING CORP.

1501 E. 2nd Avenue • Tampa, Florida 33605

License No. CG C061458

To:	City Of Tampa	Contact:	
Address:	Municipal Building At City Hall Plaza, 306 East Jackson Street, 6N Tampa, FL 33602 USA	Phone:	(813) 274-7865
Project Name:	SOHO Flood Relief - CBC (60% GMP)	Fax:	
Project Location:		Bid Number:	
		Bid Date:	7/23/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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DEMO & EARTHWORK

10	Inlet Protection	173.00	EACH	\$4,141.90	\$716,548.70
20	Tree Barricades	8,540.00	LF	\$11.24	\$95,989.60
30	Clear & Grub	8,465.00	SY	\$7.22	\$61,117.30
40	Tree Removal	85.00	EACH	\$1,458.82	\$123,999.70
50	Demo Asphalt & Base	32,497.00	SY	\$35.03	\$1,138,369.91
60	Demo Concrete	9,531.00	SY	\$26.67	\$254,191.77
70	Demo Concrete Curb	11,430.00	LF	\$47.36	\$541,324.80
80	Remove Granite Curb	4,360.00	LF	\$42.28	\$184,340.80
90	Remove & Palletize Brick Pavers	1,197.00	SY	\$67.71	\$81,048.87

Total Price for above DEMO & EARTHWORK Items: \$3,196,931.45

STORM DRAINAGE

100	10' X 10' Concrete Box Culvert	5,530.00	LF	\$3,371.63	\$18,645,113.90
110	5' X 10' Concrete Box Culvert	48.00	LF	\$3,603.24	\$172,955.52
120	6' X 8' Concrete Box Culvert - DOUBLE	480.00	LF	\$4,574.79	\$2,195,899.20
130	Triple 4' X 6' CBC Extension	30.00	LF	\$8,353.55	\$250,606.50
210	12" RCP - CLIII	18.00	LF	\$409.07	\$7,363.26
220	15" RCP - CLIII	35.00	LF	\$362.54	\$12,688.90
230	18" RCP - CLIII	2,814.00	LF	\$366.70	\$1,031,893.80
240	24" RCP - CLIII	99.00	LF	\$392.23	\$38,830.77
250	30" RCP - CLIII	304.00	LF	\$500.14	\$152,042.56
260	36" RCP - CLIII	904.00	LF	\$530.02	\$479,138.08
270	42" RCP - CLIII	143.00	LF	\$597.43	\$85,432.49
280	60" RCP - CLIII	184.00	LF	\$941.39	\$173,215.76
290	72" RCP - CLIII	508.00	LF	\$1,182.25	\$600,583.00
300	14" X 23" ERCP - CLIII	256.00	LF	\$396.91	\$101,608.96
310	19" X 30" ERCP - CLIII	16.00	LF	\$494.58	\$7,913.28
320	34" X 53" ERCP - CLIII	60.00	LF	\$963.07	\$57,784.20
330	43" X 68" ERCP - CLIII	7.00	LF	\$1,146.20	\$8,023.40

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
340	48" X 76" ERCP - CLIII	13.00	LF	\$1,271.11	\$16,524.43
350	58" X 91" ERCP - CLIII	100.00	LF	\$1,540.92	\$154,092.00
360	72" Micro-Tunnel	365.00	LF	\$12,328.19	\$4,499,789.35
370	18" Brick & Mortar Plug	3.00	EACH	\$2,099.77	\$6,299.31
380	36" Brick & Mortar Plug	2.00	EACH	\$2,368.52	\$4,737.04
390	Junction Structure	3.00	EACH	\$384,289.95	\$1,152,869.85
400	Conflict Structure	1.00	EACH	\$377,482.13	\$377,482.13
410	Type 1 Curb Inlet (C.O.T.)	13.00	EACH	\$13,493.29	\$175,412.77
420	Type 1/J Curb Inlet (C.O.T.)	1.00	EACH	\$39,703.27	\$39,703.27
430	Type 2 Curb Inlet (C.O.T.)	82.00	EACH	\$13,792.49	\$1,130,984.18
440	Type 2/J Curb Inlet (C.O.T.)	4.00	EACH	\$26,607.23	\$106,428.92
450	Type 3 Curb Inlet (C.O.T.)	19.00	EACH	\$16,624.08	\$315,857.52
460	Type J5 Curb Inlet (FDOT)	2.00	EACH	\$23,652.13	\$47,304.26
470	Type J6 Curb Inlet (FDOT)	1.00	EACH	\$25,152.13	\$25,152.13
480	Type 9 Curb Inlet (FDOT)	2.00	EACH	\$8,237.43	\$16,474.86
490	Type E Grate Inlet	2.00	EACH	\$9,955.46	\$19,910.92
500	Type E/J Grate Inlet	2.00	EACH	\$12,876.70	\$25,753.40
510	Type T Grate Inlet	2.00	EACH	\$9,221.44	\$18,442.88
520	Type V Gutter Inlet	5.00	EACH	\$9,178.24	\$45,891.20
530	P7 Manhole	8.00	EACH	\$8,327.54	\$66,620.32
540	P7 Manhole Riser	41.00	EACH	\$6,056.28	\$248,307.48
550	J7 Manhole	17.00	EACH	\$17,971.39	\$305,513.63
560	J7 Manhole Riser	1.00	EACH	\$7,768.96	\$7,768.96
570	Bank & Shore Rip-Rap @ Outfall	1,200.00	SF	\$170.72	\$204,864.00
580	Connect To Ex. RCP	22.00	EACH	\$9,384.59	\$206,460.98
590	Connect To Ex. MH	1.00	EACH	\$11,884.59	\$11,884.59
600	Demo Ex. Storm Pipe	5,064.00	LF	\$187.35	\$948,740.40
610	Demo Ex. Storm Structure	62.00	EACH	\$1,916.02	\$118,793.24

Total Price for above STORM DRAINAGE Items: \$34,319,157.60

SANITARY SEWER

620	8" SDR26 - SS	3,950.00	LF	\$324.21	\$1,280,629.50
630	10" SDR26 - SS	1,467.00	LF	\$332.24	\$487,396.08
640	Sanitary Sewer Bypass	1.00	LS	\$450,000.00	\$450,000.00
650	Sanitary Manhole	32.00	EACH	\$8,328.19	\$266,502.08
660	Sanitary Sewer Pipe Replacement With 42" Stainless Steel (COMPLETE)	1.00	LS	\$372,253.36	\$372,253.36
670	TTCP For Bayshore & Howard Modifications	1.00	LS	\$622,981.85	\$622,981.85
680	SS Laterals & Cleanouts	48.00	EACH	\$5,437.02	\$260,976.96
690	Demo Ex. SS Pipe	4,080.00	LF	\$209.06	\$852,964.80
700	Demo Ex. SS MH	20.00	EACH	\$4,129.56	\$82,591.20

Total Price for above SANITARY SEWER Items: \$4,676,295.83

POTABLE WATER DISTRIBUTION

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
710	12" DIP - WM	4,320.00	LF	\$204.73	\$884,433.60
720	8" DIP - WM	1,390.00	LF	\$191.42	\$266,073.80
730	6" DIP - WM	2,824.00	LF	\$169.15	\$477,679.60
740	20" X 12" Jack & Bore	103.00	LF	\$3,240.34	\$333,755.02
750	CSX PERMITTING, TESTING & SOIL STABILIZATION - ALLOWANCE	1.00	LS	\$500,000.00	\$500,000.00
760	Fire Hydrant Assembly	6.00	EACH	\$7,776.66	\$46,659.96
770	12" Gate Valve Assembly	10.00	EACH	\$5,728.18	\$57,281.80
780	8" Gate Valve Assembly	7.00	EACH	\$3,393.46	\$23,754.22
790	6" Gate Valve Assembly	29.00	EACH	\$2,789.94	\$80,908.26
800	ARV On 12" DIP	1.00	EACH	\$7,171.90	\$7,171.90
810	12" Bends & Fittings	87.00	EACH	\$1,962.89	\$170,771.43
820	8" Bends & Fittings	34.00	EACH	\$1,180.19	\$40,126.46
830	6" Bends & Fittings	78.00	EACH	\$852.52	\$66,496.56
840	Water Services	63.00	EACH	\$9,342.72	\$588,591.36
850	Connect To Ex. WM	41.00	EACH	\$12,947.44	\$530,845.04
860	WM Demo	9,610.00	LF	\$46.17	\$443,693.70

Total Price for above POTABLE WATER DISTRIBUTION Items: \$4,518,242.71

RECLAIMED WATER DISTRIBUTION

870	30" DIP - RCW	48.00	LF	\$922.76	\$44,292.48
880	12" DIP - RCW	165.00	LF	\$308.09	\$50,834.85
890	8" DIP - RCW	190.00	LF	\$215.71	\$40,984.90
900	4" DIP - RCW	170.00	LF	\$230.92	\$39,256.40
910	4" HDPE - RCW	1,100.00	LF	\$64.18	\$70,598.00
920	8" Gate Valve Assembly	3.00	EACH	\$3,393.46	\$10,180.38
930	4" Gate Valve Assembly	6.00	EACH	\$2,558.91	\$15,353.46
940	30" Bends & Fittings	4.00	EACH	\$13,996.84	\$55,987.36
950	12" Bends & Fittings	10.00	EACH	\$1,971.55	\$19,715.50
960	8" Bends & Fittings	10.00	EACH	\$1,129.49	\$11,294.90
970	4" Bends & Fittings	41.00	EACH	\$844.35	\$34,618.35
980	Connect To Ex. RCW	30.00	EACH	\$14,693.26	\$440,797.80
990	Demo Ex. RCW	380.00	LF	\$107.20	\$40,736.00

Total Price for above RECLAIMED WATER DISTRIBUTION Items: \$874,650.38

ROADWAY

1000	12" Stabilized Subgrade (LBR40)	27,290.00	SY	\$46.02	\$1,255,885.80
1010	8" Crushed Concrete Road Base (OBG 6)	27,290.00	SY	\$51.02	\$1,392,335.80
1020	2.00" Asphalt (SP-12.5) - ONE LIFT	21,430.00	SY	\$30.07	\$644,400.10
1030	1.50" Asphalt (SP-12.5) - ONE LIFT	5,860.00	SY	\$21.49	\$125,931.40
1040	1.50" Asphalt (SP-9.5) - ONE LIFT	21,430.00	SY	\$14.95	\$320,378.50
1050	1.00" Asphalt (SP-9.5) - ONE LIFT	6,410.00	SY	\$14.85	\$95,188.50
1060	Mill Asphalt (1.0" Avg. Depth)	550.00	SY	\$13.40	\$7,370.00
1070	Speed Hump	1.00	EACH	\$9,190.83	\$9,190.83

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1080	Concrete Median	32.00	SY	\$365.07	\$11,682.24
1090	Concrete Bus Stop Pad	12.00	SY	\$577.25	\$6,927.00
1100	Concrete Driveway	2,463.00	SY	\$217.57	\$535,874.91
1110	Brick Paver Driveway	160.00	SY	\$244.38	\$39,100.80
1120	Concrete Sidewalk	3,448.00	SY	\$97.40	\$335,835.20
1130	Type F Curb	9,715.00	LF	\$49.13	\$477,297.95
1140	Type D Curb	2,225.00	LF	\$49.13	\$109,314.25
1150	Type A Curb	260.00	LF	\$49.13	\$12,773.80
1160	Drop Curb	1,950.00	LF	\$49.13	\$95,803.50
1170	Valley Gutter	490.00	LF	\$59.13	\$28,973.70
1180	Granite Curb (INSTALL ONLY--PROVIDED BY C.O.T.)	5,255.00	LF	\$64.89	\$340,996.95
1190	Signage & Striping	1.00	LS	\$360,400.00	\$360,400.00
1200	Signalization Adjustment	5.00	EACH	\$200,000.00	\$1,000,000.00
1210	Hardscape, Landscape & Irrigation	1.00	LS	\$2,408,446.10	\$2,408,446.10
1220	Fine Grade & Sod Disturbed Areas	9,680.00	SY	\$19.74	\$191,083.20

Total Price for above ROADWAY Items: \$9,805,190.53

GC'S, SERVICES, CONTINGENCIES & FEES

1230	General Conditions & Mob/De-Mob	1.00	LS	\$7,594,515.58	\$7,594,515.58
1240	Public Information Services	1.00	LS	\$328,400.00	\$328,400.00
1250	Business Assistance Crew	30.00	MO	\$37,843.52	\$1,135,305.60
1260	Lot Rental	36.00	MO	\$7,250.00	\$261,000.00
1270	Laydown & Storage Yard	1.00	LS	\$1,940,700.00	\$1,940,700.00
1280	Survey & As-Builts	1.00	LS	\$782,445.84	\$782,445.84
1290	QC/Materials Testing	1.00	LS	\$621,600.00	\$621,600.00
1300	CEI Services	1.00	LS	\$1,750,000.00	\$1,750,000.00
1310	Mobility Tree Inspections	1.00	LS	\$250,000.00	\$250,000.00
1320	Utility Investigation	1.00	LS	\$700,042.70	\$700,042.70
1330	Full-Time M.O.T. & Street Cleaning Crew	30.00	MO	\$87,480.46	\$2,624,413.80
1340	Pedestrian Safety	1.00	LS	\$653,460.60	\$653,460.60
1350	Maintenance Of Traffic (3.0% Of Cost)	1.00	LS	\$2,280,978.94	\$2,280,978.94
1360	Owner's Contingency (3.0% Of Cost)	1.00	LS	\$2,280,978.94	\$2,280,978.94
1370	Contractor's Contingency (5.0% Of Cost)	1.00	LS	\$3,801,631.56	\$3,801,631.56
1380	OH&P (8.5% Of Cost)	1.00	LS	\$6,462,773.66	\$6,462,773.66
1390	Payment & Performance Bond (2.0% Of Total)	1.00	LS	\$1,854,265.19	\$1,854,265.19

Total Price for above GC'S, SERVICES, CONTINGENCIES & FEES Items: \$35,322,512.41

Total Bid Price: \$92,712,980.91

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: KIMMINS CONTRACTING CORP. Authorized Signature: _____ Estimator: Thomas P. Butler (727) 773-5838 tbutler@kimmins.com
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EXHIBIT G
NOTIFICATION OF FUNDING SOURCES



City of Tampa
Jane Castor, Mayor

Contract Administration Department

306 East Jackson Street, 4N
Tampa, FL 33602

Office (813) 274-8116
Fax: (813) 274-7368

DATE: September 22, 2026

TO: Shirley Foxx-Knowles, City Clerk – MC/030C3N

FROM: Venus Martinez, Contract Specialist *VM*
Contract Administration Department - MC/280A4N

SUBJECT: EXECUTED AGREEMENT FOR FILING IN PUBLIC RECORD

Authorizing Resolution: 2026-775, September 17, 2026

Project: 23-C-00021-GMP01 South Howard Flood Relief Project Design-Build – Services
Agreement with a Guaranteed Maximum Price (GMP1)

Attached for the City's permanent record is the fully executed Change Order.

The authorizing Resolution is included.

Thank you.

Enclosures as noted above



City of Tampa

Jane Castor, Mayor

Contract Administration

306 East Jackson Street, 4N
Tampa, FL 33602

Office (813) 274-8116

Fax: (813) 274-7368

NOTICE TO PROCEED

September 21, 2026

John Zemina, Vice President
Kimmins Contracting Corp.
1501 2nd Ave.
Tampa, FL 33605

SUBJECT: 23-C-00021-GMP01 South Howard Flood Relief Project Design-Build – Services Agreement with a Guaranteed Maximum Price (GMP1)

Dear Mr. Zemina,

Enclosed for your use is a fully executed copy of the above referenced Agreement. The work shall be performed in accordance with the Agreement between the City of Tampa and your firm. Please call Venus Martinez at 813-274-8682 if you have any questions.

A copy of Resolution No. 2026-775, which authorizes this Agreement, is also attached.

As soon as you have recorded the Public Construction Bond with Hillsborough County, please e-mail a PDF of a CERTIFIED COPY of the recorded bond to Venus.Martinez@tampagov.net. A CERTIFIED COPY is one to which the County Clerk has added a stamp that says "...this is a true and correct copy...".

tampagov.net

When submitting invoices where subcontracting is present, please ensure that a current completed Payment Form DMI-30 is attached. Invoicing should be performed in Trimble. Training will be provided to the consultant as requested.

Consultant team should contact Trimbleconstruct@tampagov.net to establish an account. All invoices shall be accompanied by a signed & completed Form DMI-30 DMI Sub-(Contractors/Consultants/Suppliers) Payments.

Sincerely,

Jim Greiner for

Richard Mutterback, Director

RM/vm

cc: Jim Greiner, Jillian Howard, Sarah Rodriguez, Brandon Campbell, Yuan Li, Jeff DeBosier,
CAD-CEIOfficeStaff, EBOstaff



City of Tampa
Agenda Item Request
Department: Contract Administration

Council Regular

Submittal Date: 8/13/2026
Requested Meeting Date: 8/27/2026
Type of Request: Council Resolution
Contact: Venus Martinez 813-274-8682
Subject: 23-C-00021-GMP01 South Howard Flood Relief Project Design-Build between the City of Tampa and Kimmins Contracting Corp., in the amount of \$92,712,980.91 (Part 1 of 4)

Resolution / Ordinance Title: A Resolution approving a Design-Build Services Agreement with a Guaranteed Maximum Price (GMP-1) for Contract 23-C-00021-GMP01 South Howard Flood Relief Project Design-Build between the City of Tampa and Kimmins Contracting Corp., in the amount of \$92,712,980.91; authorizing the Mayor to execute said Agreement on behalf of the City of Tampa; providing an effective date. (Part 1 of 4)

BACKGROUND:

1. Contract Title: 23-C-00021 South Howard Flood Relief Project
 - a. Address of Project: S. Howard Avenue from Bayshore Boulevard north to W. Swann Avenue
 - b. Number of bidders/submitters: N/A
 - c. Names of bidders/submitters: N/A
 - d. Dollar amount: \$92,712,980.91
 - e. Why the awardee was selected: Selected pursuant to FS 287.055 Consultants' Competitive Negotiation Act (CCNA).
2. Contractor/Firm: Kimmins Contracting Corp.
3. Business Case: Project provides for the design and construction of approximately 7,000 linear feet of stormwater conveyance, 11,800 linear feet of various sized water mains to be replaced/upgraded, and 3,200 linear feet of gravity sewer to be relocated along South Howard Avenue within the watershed to alleviate flooding.

Project scope generally includes data collection, public outreach, engineering design, permitting assistance, and negotiation of a guaranteed maximum price (GMP) for construction of a new major stormwater trunk line that runs the length of the project corridor. The project includes full replacement of the improvements within the rights-of-way of S. Howard Avenue and replacement of impacted surface improvements in all the other rights-of-way along the main corridor.

This Guaranteed Maximum Price 1 (GMP 1) provides for the construction of a new stormwater box culvert starting at Bayshore Boulevard up Howard Avenue to Swann Avenue and then proceeding west until reaching Audubon Avenue and then proceeding north for 500 feet. In addition to new underground utilities along with new streetscape and roadway.

4. Equal Business Opportunity (EBO) Statement: The 24% subcontract goal for this contract was originally calculated and subsequently confirmed by the Goal Set Review Committee. g. The 24% subcontract goal for this contract was originally calculated and subsequently confirmed by the Goal Set Review Committee.

5. Sustainability and Resiliency: Project will include the development of practical green-solutions to improve stormwater quality and provide sustainable concepts that can be incorporated into the project both as part of the proposed stormwater infrastructure, within the project area that align with the goals of the City's "Green Tampa" Initiatives and the individual focus areas that are part of that program. This shall include Best Management Practices (BMP) and two alternate options for green infrastructure to be used, where appropriate, throughout the project. Wetland and surface water seasonal highwater levels will be identified along the project corridors.

6. Community Engagement: Project will include an Initiation/Listening phase that will occur when the project is presented to the Stakeholders. Stakeholder interactions will present the project context with goals and benefits and provide opportunities to listen to and document stakeholders' input regarding their ideas, concerns, and priorities. This phase will also provide stakeholders with direct responses and contribute to the development of an FAQ document, with the assistance of other project team members, addressing the more common questions and/or concerns.

7. Project:

a. Contract delivery method: This is a Design-Build project. A full-time City of Tampa Construction Inspector will be on-site during the project to ensure quality of construction.

b. Placemaking: The size of the stormwater system is designed to meet a minimum level of service (LOS). The minimum required LOS by the City is LOS A (no street flooding) for a 5yr/8hr storm event. This project is intended to reduce flood levels for greater events which will be modeled to the 100-year storm events to achieve LOS C (no structural flooding).

c. Time, Quality Assurance, Cost Monitoring (Budget)

- 1,454 consecutive calendar days.

- The e-Builder project management software system will be utilized to optimize the monitoring of schedules and costs. This software was recently purchased by the City of Tampa and is a premier system for construction project management.

FISCAL IMPACT: Yes

FISCAL IMPACT STATEMENT:

This Resolution authorizes an agreement between the City of Tampa and Kimmins Contracting Corp. for design-build services in connection with the South Howard Flood Relief Project Design-Build in the amount of \$92,712,980.91 for use by the Mobility Department within the Stormwater Improvement Assessment Fund, Stormwater Bond Series 2018 Fund, Stormwater Bond Series 2021 Fund, Stormwater Bond Series 2023 Fund, Stormwater Improvement Future Debt Fund, Stormwater Grants Fund, and the CIT Series 2016 Bonds Capital Project Fund.

PROJECTED COSTS: 31700.241800.563000.1002448 \$12,203,633 FY2026 (Expenditure) Stormwater Improvement Assessment Fund. Stormwater Department. Infrastructure. South Howard Flood Relief and Streetscape.

31800.241800.563000.1002448 \$31,291 FY2026 (Expenditure)

Stormwater Bond Series 2018 Fund. Stormwater Department. Infrastructure. South Howard Flood Relief and Streetscape.

31801.241800.563000.1002448 \$6,348,248.51 FY2026 (Expenditure)

Stormwater Bond Series 2021 Fund. Stormwater Department. Infrastructure. South Howard Flood Relief and Streetscape.

31802.241800.563000.1002448 \$23,803,114 FY2026 (Expenditure)

Stormwater Bond Series 2023 Fund. Stormwater Department. Infrastructure. South Howard Flood Relief and Streetscape.
 31803.241800.563000.1002448 \$25,906,845 FY2026 (Expenditure)
 Stormwater Improvement Future Debt Fund. Stormwater Department. Infrastructure. South Howard Flood Relief and Streetscape.
 30900.241800.563000.1002448 \$21,061,435 FY2026 (Expenditure)
 Stormwater Grants Fund. Stormwater Department. Infrastructure. South Howard Flood Relief and Streetscape.
 30900.241800.560005.1002448 \$186,518.40 FY2026 (Expenditure)
 Stormwater Grants Fund. Stormwater Department. Professional Services Capital. South Howard Flood Relief and Streetscape.
 30250.241800.563000.1002448 \$3,171,896 FY2026 (Expenditure)
 CIT Series 2016 Bonds Capital Projects Fund. Stormwater Department. Infrastructure. South Howard Flood Relief and Streetscape.

Approver	Timestamp	Role
Venus Martinez	8/13/2026 12:55:56 PM	Submitter
Richard Mutterback	8/13/2026 2:33:59 PM	Department Head
Alexander Awad	8/13/2026 3:23:23 PM	Mobility
Bertha Mitchell	8/14/2026 12:21:32 PM	Equal Business Opportunity
Erin Bradley	8/14/2026 1:01:57 PM	Attorney Coordinator
Justin Vaske	8/14/2026 2:58:36 PM	Assistant City Attorney
Erin Bradley	8/14/2026 4:24:22 PM	City Attorney
BRAD BAIRD	8/14/2026 4:37:15 PM	Infrastructure Deputy
BRAD BAIRD	8/14/2026 4:40:12 PM	Infrastructure and Mobility
Chauncey Rotimi	8/17/2026 7:49:48 AM	Finance Coordinator
Adam Hanes	8/17/2026 1:53:58 PM	Finance Fiscal and Lead Analyst
Ty Hawthorne	8/17/2026 2:02:28 PM	Budget Operating Manager
Michael Perry	8/27/2026 10:23:50 AM	Budget Officer
Dennis Rogero	8/28/2026 11:41:59 AM	Chief Financial Officer
Phyllis Ho-Zuhars	8/28/2026 12:01:04 PM	Chief of Staff
JOHN BENNETT	8/28/2026 2:46:37 PM	Mayor

EXHIBIT “B”

Executive Order 2023-7, “Professional, Design-Build and Construction Management Services Administrative Procedures for the City of Tampa,” promulgated November 28, 2023



CITY OF TAMPA

— OFFICE OF THE MAYOR —

Jane Castor, Mayor

EXECUTIVE ORDER 2023 - 7

WHEREAS, Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"), requires state agencies, municipalities, and political subdivisions to procure professional architectural, engineering, landscape architectural, or surveying and mapping services through a competitive selection and negotiation process based on the qualifications of the firms; and

WHEREAS, the CCNA also permits local governments to procure design-build services either through the CCNA competitive selection and negotiation process or through competitive bidding; and

WHEREAS, in addition, Section 255.103, Florida Statutes and Section 255.20, Florida Statutes permit the City of Tampa to procure construction management services either pursuant to the CCNA competitive selection and negotiation process or through competitive bidding; and

WHEREAS, it is necessary to promulgate the attached "PROFESSIONAL, DESIGN-BUILD AND CONSTRUCTION MANAGEMENT SERVICES ADMINISTRATIVE PROCEDURES FOR THE CITY OF TAMPA ("Administrative Procedures") to provide for the procurement of professional, design-build and construction management services by the City of Tampa through the CCNA competitive selection and negotiation process or through competitive bidding as permitted by state law; and

WHEREAS, the attached Administrative Procedures include additional measures not in conflict with state law to increase transparency when advertising solicitations by the City of Tampa ("City") for professional, design-build and construction management services by: 1) increasing the time required for the advertisements of request for qualifications; and 2) requiring the Contract Administration Department (or other City department as directed by the Mayor) to separately notify by electronic mail all City certified Women and Minority Business Enterprises ("WMBE") and Small Local Business Enterprises ("SLBE") of a request for qualifications for professional, design-build or construction management services in connection with a project; and

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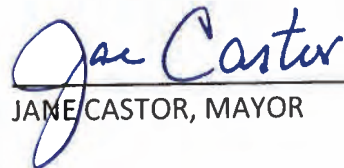
WHEREAS, the attached Administrative Procedures also expressly allow the public to attend and provide comments at meetings of the City's CCNA Committee including meetings where qualified professional, design-build and construction management services firms are interviewed for selection under the CCNA in connection with a City project; and

WHEREAS, in addition, the attached Administrative Procedures require that a new procurement and solicitation occur if certain cardinal or material changes in the scope of a project are made.

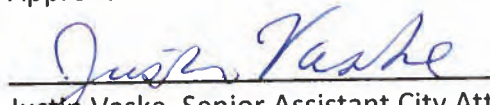
NOW, THEREFORE, by virtue of the authority vested in me as Mayor of the City of Tampa by the Revised Charter of the City of Tampa of 1975 (as amended) and the laws of the State of Florida, I hereby prescribe and promulgate the Administrative Procedures attached hereto and entitled "PROFESSIONAL, DESIGN-BUILD AND CONSTRUCTION MANAGEMENT SERVICES ADMINISTRATIVE PROCEDURES FOR THE CITY OF TAMPA", which hereby supersede and replace all prior Executive Orders heretofore made or issued relative to the subject matter hereof including, without limitation, Executive Orders Nos. 96-17, 96-18, 98-01, 98-03, 98-04, 2008-4, 2008-5 and 2008-6.

This Executive Order shall take effect immediately upon its execution.

DONE AND ORDERED this 28 day of Nov, 2023.


JANE CASTOR, MAYOR

Approved as to form:


Justin Vaske, Senior Assistant City Attorney

**PROFESSIONAL, DESIGN-BUILD AND CONSTRUCTION MANAGEMENT SERVICES ADMINISTRATIVE
PROCEDURES FOR THE CITY OF TAMPA,**

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**PROFESSIONAL, DESIGN-BUILD AND CONSTRUCTION MANAGEMENT SERVICES ADMINISTRATIVE
PROCEDURES FOR THE CITY OF TAMPA, FLORIDA
("Administrative Procedures")**

To comply fully with the requirements of Sections 287.055, Florida Statutes, the following procedures shall be followed by the City of Tampa ("City") in the procurement of firms providing Professional Services, or Design-Build or Construction Management Services.

1.0 DEFINITIONS

- 1.1 CCNA means Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act.
- 1.2 CCNA Committee means the committee whose duties shall be to certify, select, interview, and recommend to the Mayor of the City the most qualified firms offering Professional, Design-Build, or Construction Management Services in connection with a Project.

The CCNA Committee shall be comprised of the following individuals:

Administrator or Deputy Administrator who is responsible for City public works projects (who shall serve as Chairman) or designee;

Chief Financial Officer or designee;

Managing Department (Contract Administration Department) Director or designee;

Equal Business Opportunity Manager or designee;

Department Director(s) for which the Project will be constructed or designee(s);

If the Project is for only one (1) Department, then at least one (1) other person from the Department for which the Project will be constructed; and

City Attorney or designee.

In the event one or more of the above designated persons is/are unable to perform his or her duties in connection with any meeting of the CCNA Committee, he or she may name a designee or representative. The CCNA Committee may also be assisted by one or more Design Criteria Professional(s) in an advisory capacity so long as they have not also responded to that request for proposals or qualifications for Firms under consideration by the CCNA Committee.

- 1.3 Compensation means the total amount paid by the City for Professional, Design-Build, or Construction Management Services regardless of whether stated as compensation or

stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

- 1.4 Construction Management Services means the provision of services by a single construction management Firm responsible for scheduling and coordination of both preconstruction and construction phases of a Project and is also generally responsible for the successful and timely completion of the construction of a Project. These services include cost control and coordination in providing or procuring planning, design, and construction services for a Project. The construction management Firm must consist of or contract with licensed or registered professionals for the specific areas of design or construction to be performed as required by law. The construction management entity or Firm may retain necessary Design Professionals selected under the process provided in the CCNA and these Administrative Procedures. At the option of the City, the construction management entity or Firm, after having been selected and after competitive negotiations, may be required to offer a guaranteed maximum price and a guaranteed completion date or a lump-sum price and guaranteed completion date, in which case the construction management Firm must secure an appropriate surety bond pursuant to Section 255.05, Florida Statutes, and must hold design and construction subcontracts with (a) one or more Design Criteria Professionals (as permitted by Section 255.103, Florida Statutes) who are qualified within the scope of practice of architecture under Section 481.219, Florida Statutes, or landscape architecture under Section 481.319, Florida Statutes or professional engineering under Section 471.023, Florida Statutes (as appropriate to or for the contemplated Project); and/or (2) a certified or registered contractor pursuant to Section 489.119, Florida Statutes where those services are also within the scope of construction contracting.
- 1.5 Department means any department of the City for which Professional, Design-Build, or Construction Management Services are contemplated in connection with a Project.
- 1.6 Design-Build Services means the provision of design and construction services in connection with a Project under a single contract by a single Design-Build Firm that is qualified: (a) in the scope of practice of architecture under Section 481.219, Florida Statutes, or landscape architecture under Section 481.319, Florida Statutes, or professional engineering under Section 471.023, Florida Statutes (as appropriate to or for the contemplated Project); and/or (b) as a certified or registered contractor pursuant to Section 489.119, Florida Statutes, where those services are also within the scope of construction contracting.
- 1.7 Design Criteria Package means concise, performance-oriented drawings or specifications of the Project. The purpose of the design criteria package is to furnish sufficient information to permit Design-Build Firms to bid or prepare a proposal or a response to the City's request for proposals or qualifications and/or to permit the City to enter into a negotiated Design-Build Services contract for a Project. The Design Criteria Package must specify performance-based criteria for the public construction Project and contain all information or details required by the CCNA to be set forth in a

Design Criteria Package including cost or budget estimates, design and construction schedules, site development requirements (as applicable), utility or infrastructure requirements and standards (as applicable) and other related criteria applicable or specific to the Project. The Design Criteria Package must be prepared and sealed by a Design Criteria Professional employed by or retained by the City. A Design Criteria Professional who prepares a Design Criteria Package for a Project: (a) must be selected and contracted with in accordance with the requirements of the CCNA and these Administrative Procedures, if not a City of Tampa employee; and (b) will not be eligible to respond to a request for proposals or qualifications or enter into a contract to render Design-Build Services for that Project.

- 1.8 Design Criteria Professional (or Design Professional) means a Firm or City employee that is qualified under Section 481.219, Florida Statutes, to practice architecture, or under Section 481.319, Florida Statutes, to practice landscape architecture, or under Section 471.023, Florida Statutes, to practice professional engineering.
- 1.9 Director of the Department means the Director of the Department, or the Director's designated representative, for which Professional, Design-Build Services, and/or Construction Management Services for a Project are contemplated.
- 1.10 Firm means an individual, firm, partnership, corporation, association or other legal/business entity permitted by law to provide the services as defined in Sections 1.4, 1.6, and 1.12 of these Administrative Procedures, or practice architecture, engineering, or surveying and mapping in the State of Florida.
- 1.11 Managing Department means the City's Contract Administration Department or such other Department or division designated by the Mayor to procure and manage the contracting of Professional Services, Design-Build Services or Construction Management Services for a City Project and for City construction services subject to CCNA.
- 1.12 Professional Services means services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined in Chapters 481, 471, and 472, Florida Statutes, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with their professional employment or practice.
- 1.13 Project means that City public construction Project described in a "public announcement" (as more particularly described in Section 3.0, below) including:
- (a) The construction, rehabilitation, or renovation of a single Project or facility; or
 - (b) A grouping of minor construction, rehabilitation and/or renovation activities; or
 - (c) A grouping of substantially similar construction, rehabilitation or renovation activities.

2.0 SUBMISSION AND INITIAL PROCESSING OF REQUESTS FOR PROJECTS REQUIRING PROFESSIONAL, DESIGN-BUILD OR CONSTRUCTION MANAGEMENT SERVICES

- 2.1 All requests for a Project requiring Professional, Design-Build and/or Construction Management Services shall be submitted in writing by the Director (or the Director's designee) of the requesting Department to the Managing Department in a form and manner prescribed by the Managing Department. Such requests shall include all relevant information concerning the proposed Project including (a) the Project's name and location, (b) scope of the Project (including any unusual or specific requirements), (c) types of Professional Services needed, (d) estimated dollar value of the Professional Services required and total Project costs, and (e) City of Tampa fund source for the Project and any associated Professional Services.
- 2.2 The Managing Department will review all such written requests and will meet with the requesting Department's Director and/or the Director's designee(s) to discuss the request and obtain additional information regarding the Project as may be required to prepare a request for qualifications or proposals from qualified Firms for the requested Professional Services associated with the Project, and to determine whether Design-Build Services or Construction Management Services should be utilized in connection with the design and construction of the Project.
- 2.3 The Managing Department shall also prepare a good faith estimate of the design and construction costs for a requested Project or for a planning or study activity for which Professional Services are required to determine if the good faith cost estimate exceeds the applicable threshold amount(s) identified in the CCNA or these Administrative Procedures. Without limiting the foregoing provision, it is agreed that these Administrative Procedures shall apply to Professional, Design-Build or Construction Management Services for Projects for which basic construction costs are estimated by the Managing Department to exceed the threshold amount provided in Section 297.017, Florida Statutes, Category Five, or for a planning activity when the fee for Professional Services exceeds the threshold amount provided in Section 287.017, Florida Statutes, Category Two.
- 2.4 If the Managing Department elects to utilize Design-Build Services in connection with the Project request, then the Managing Department shall cause a Design Criteria Package to be prepared for the Project, which meets the requirements contained in the CCNA, and is signed and sealed by a Design Criteria Professional, who is also either a City employee or retained by the City (after being selected in accordance with the CCNA and these Administrative Procedures), and who is providing the necessary professional architect services, landscape architect services or engineering services in connection with the preparation of the Design Criteria Package for the Project and will not be responding to any solicitation made in connection with the Project.
- 2.5 After preparation of the request for qualifications or proposals from qualified Firms, the good faith estimate of the construction costs for a Project (or for a planning or

study activity if only Professional Services are required), and the Design Criteria Package if Design-Build Services are being requested, the Managing Department shall then proceed with the public announcement of the solicitation pursuant to Section 3.0, below.

3.0 PUBLIC ANNOUNCEMENT PROCEDURES

Except In the case of a valid public emergency as certified pursuant to Subsection 3.6 below, the Managing Department shall utilize the following uniform procedures in connection with making the required public announcement on each occasion when soliciting or requesting Professional Services for a Project or Construction Management or Design-Build Services for a Project in accordance with the CCNA:

3.1 The Managing Department shall provide the public announcement of a solicitation for Professional Services or Design-Build Services or Construction Management Services for a Project in accordance with the CCNA, on or through all of the following:

- (a) a newspaper of general circulation within the City and Hillsborough County, Florida;
- (b) the City's website; and
- (c) an online vendor solicitation service maintained by the City.

3.2 In addition, the Managing Department will provide all public announcements of a solicitation for Professional Services or Design-Build Services or Construction Management Services for a Project in accordance with the CCNA to all qualified Women and Minority Business Enterprise ("WMBE") and Small Local Business Enterprise ("SLBE") Firms, as certified by the City's Equal Business Opportunity Office, separately by electronic mail.

3.3 The Managing Department shall also separately send the public announcement by electronic mail to any qualified Firm on file with the Managing Department if that Firm has expressed in writing an interest in being separately notified when a solicitation for Professional, Design-Build and/or Construction Management Services (as appropriate) is made for a Project.

3.4 The public announcement will include: (a) a general description of the Project requiring Professional, Design-Build or Construction Management Services; (b) a description of the type of services required (Professional, Design-Build or Construction Management Services); (c) a description of the ways to access the Design Criteria Package for a Project if the solicitation is seeking Design-Build Services or if a Design Criteria Package is otherwise required under Florida law; (d) request qualifications or proposals from qualified Firms for such services; (e) describe how interested qualified Firms may apply for consideration (including any deadline(s) for submission of any responses to the City's solicitation for such services; and (f) provide details (including the date(s) time(s) and location(s)) regarding any pre-submission meetings in connection with the solicitation.

3.5 Said public announcement shall be provided in accordance with Sub-Sections 3.1 – 3.4 above, no less than 30 days before the date or deadline set forth in the public announcement for accepting said qualifications or proposals from qualified Firms.

3.6 The public announcement requirements contained in this Section may only be waived in the case of a valid emergency as certified by the Director of the Department seeking Professional Services, Construction Management or Design-Build Services for a Project pursuant to the CCNA.

4.0 CERTIFICATION AND COMPETITIVE SELECTION AND NEGOTIATION PROCESS

4.1 **CERTIFICATION.** After receiving and opening all proposals or responses for qualifications for Professional, Design-Build or Construction Management Services (as appropriate for the solicitation), the CCNA Committee for that Project, with the assistance of City staff, will certify whether each Firm submitting a proposal or response is qualified to provide the Professional, Design-Build or Construction Management Services for that Project (as appropriate for the solicitation) pursuant to state law and find that the Firms to be considered for selection are fully qualified to render the requested services. At a minimum, in order to be certified by the CCNA Committee, a Firm must be properly registered and licensed with the Department of Business and Professional Regulation to practice their profession in the State of Florida (architecture, landscape architecture, engineering or surveying and mapping) and satisfy any other qualification requirements set forth in applicable City ordinances, Executive Orders and Florida Statutes.

4.2 **CCNA SELECTION PROCESS.** After certification, the selection of a Firm to provide Professional, Design-Build or Construction Management Services for a Project shall proceed in the following manner:

4.2.1 The CCNA Committee shall select and recommend to the Mayor no less than three (3) and no more than six (6) of the Firms certified pursuant to Subsection 4.1 above that are deemed most highly qualified to perform the required services after considering the following factors: (a) the ability of the Firm's professional staff; (b) the Firm's staff training and experience; (c) the Firm's past performance; (d) the Firm's location; (e) the volume of past contracts between the Firm and the City; (f) the volume of past contracts involving related work undertaken by the Firm with third parties; (g) whether the Firm is a certified WMBE (Women and Minority Business Enterprise) or SLBE (Small Local Business Enterprise) by the City's Equal Business Opportunity Office; (h) whether a Firm participates in an apprenticeship program that is registered with the Florida Department of Education or the United States Department of Labor pursuant to Chapter 26.5, Article IV, City of Tampa Code of Ordinances; (i) whether the Firm has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances; (j) specific history of other similar work, projects or services accomplished by the Firm; (k) financial capacity of the Firm; (l) current and projected workload of the Firm; (m) the Firm's willingness to meet the City's time and budget requirements; and (n) other factors as may be determined by the City with the object of effecting an equitable distribution of contracts among qualified Firms provided such distribution does not violate the principle of selection of the most highly qualified Firm for the Project.

4.2.2 As part of the selection process and except as provided in Subsection 4.2.3 below, the CCNA Committee may interview no less than three (3) highly qualified Firms to provide the required services and their commitment to the City's time and budget constraints and then rank and score the Firms based on these factors and the factors identified in Section 4.2.1, above. The Firm with the lowest overall score will be considered the most qualified and will be recommended to the Mayor. The CCNA Committee will report its selections of finalists to the Mayor in writing. In the event a Firm withdraws from consideration after the City requests proposals or qualifications, the CCNA Committee may continue interviews with the remaining qualified Firms.

4.2.3 If less than three (3) proposals are received from qualified Firms, additional outreach shall be performed which outreach shall, at a minimum, be the same as prescribed in Section 3.0 above. However, if the City has still received less than three (3) proposals from qualified Firms after such additional outreach is attempted, then the CCNA Committee may proceed with the ranking and recommendation of the qualified Firms that have submitted proposals to the Mayor in the manner provided in Subsection 4.2.2 above.

4.2.4 The Mayor shall select the most qualified Firm from the finalists listed by the CCNA Committee after considering the ranking of the finalists by the CCNA Committee and the factors identified in Subsections 4.2.1 and 4.2.2, above.

4.3. BASIS FOR NEGOTIATION OF COMPENSATION UNDER CCNA: Compensation for the requested Professional, Design-Build or Construction Management Services under the CCNA will be determined as follows:

4.3.1 Compensation for Professional Services shall be based on a negotiated amount that includes design fees or fees for Professional Services and any reimbursable costs.

4.3.2 Compensation for Design-Build Services shall be based on and consist of: (a) a negotiated guaranteed maximum price for all costs of construction (which shall also include reimbursable costs plus a design-build fee); and (b) a negotiated fee for initial design phase services, including reimbursable costs.

4.3.3. Compensation for Construction Management Services shall be based on and consist of: (a) either a negotiated guaranteed maximum price or lump sum amount for all costs of construction by a guaranteed completion date (which shall include reimbursable costs plus a Construction Management fee); and (b) a negotiated fee for initial design phase services including reimbursable costs.

4.4 CONTRACT NEGOTIATION PROCESS UNDER CCNA. Should the Mayor, or the Mayor's designee, be unable to negotiate a satisfactory contract with the Firm considered to be the most qualified for Professional, Design-Build or Construction Management Services for Compensation (or price) determined to be fair, competitive, and reasonable, then negotiations with that Firm shall be formally terminated. The Mayor, or the Mayor's designee, shall then undertake negotiations with the second most qualified Firm. Failing accord with the second most qualified Firm, the Mayor shall then undertake negotiations with the third most qualified Firm until a satisfactory contract is achieved or negotiations are terminated by the Mayor.

4.4.1 The Mayor reserves the right to terminate contract negotiations with any or all of the final three selected Firms at any time.

4.4.2 Should the Mayor be unable to negotiate a satisfactory contract with any of the selected Firms, additional Firms may be selected in accordance with the provisions of these Administrative Procedures so long as consistent with state law. Negotiations may continue in accordance with these Administrative Procedures until an agreement is reached.

4.5 ALTERNATIVE SELECTION AND NEGOTIATION PROCESS FOR DESIGN-BUILD AND CONSTRUCTION MANAGEMENT SERVICES. In connection with Design-Build or Construction Management Services, only, the Mayor may elect to follow as an alternative to the CCNA selection and negotiation process described in Subsections 4.2 – 4.4 above, the following selection and negotiation process:

4.5.1 For Design-Build Services:

In connection with Design-Build Services for a Project, if the Mayor elects, bid proposals shall be received from any qualified Firms certified by the CCNA Committee under Subsection 4.1, above. Bid proposals shall include proposed price and a conceptual design consistent with the Design Criteria Package. The CCNA Committee shall review the design concepts, proposed by the certified Firms and shall establish a relative weighing factor for each proposed Project component based on the performance criteria specifically provided in the Design Criteria Package. The CCNA Committee will then total the score given for each proposed component and divide that score into the price proposed by each Firm submitting a proposal. The low responsible, responsive bidder will then be that bidder whose adjusted price is lowest and that bidder will be selected for the purposes of negotiating an agreement for the Design-Build Services for a Project at the proposed price so long as the price is within the scope of the budget for the Project.

4.5.2 For Construction Management Services:

In connection with Construction Management Services for a Project, if the Mayor elects, bid proposals shall be received from those qualified Firms certified by the CCNA Committee under Subsection 4.1, above. Bid proposals shall include a proposed price and a detailed project approach and establish a relative weighing factor for each proposed Project component based on performance criteria provided by the Managing Department in the solicitation. The CCNA Committee shall review the design concept proposed by Firm and shall establish a relative weighing factor for each proposed Project component based on the performance criteria specifically provided in the performance criteria provided by the Managing Department. The low responsible, responsive bidder will then be that bidder whose adjusted price is lowest and that bidder will be selected for the purposes of negotiating an agreement for the Construction Management Services for a Project at the proposed price so long as the price is within the scope of the budget for the Project.

4.6 CITY COUNCIL APPROVAL REQUIRED. The final contract negotiated by the Mayor for Professional, Design-Build or Construction Management Services for a Project shall be subject to review and approval by City Council. The Project scope as described in the Design Criteria Package or in the solicitation shall be included in the information provided to City Council with the final contract.

5.0 CARDINAL CHANGES

A new CCNA selection or other competitive selection process consistent with state law will occur if there are cardinal or material changes made in the scope of a Project after issuance of the Design Criteria Package or Request for Proposals or Qualifications for a Project by the City. These cardinal or material changes include:

5.1 Change(s) to the Design Criteria Package, scope of a Project, or plans and specifications of a Project that would result in a land use change, material site enlargement or relocation, facility use change, change of a primary utility being constructed, or more than doubling the time for completion of a Project; or

5.2 Change(s) to the Design Criteria Package, scope of a Project, or plans and specifications for a Project that cause the cost of a Project to increase by more than twice the budgeted amount or engineer's estimate advertised in the request for proposals or qualifications for the selection of a Design-Build Firm for a Project; or

5.3 An interruption in or stop-work order of three (3) years or more in connection with a Project subject to a contract for Professional, Design-Build or Construction Management Services.

5.4 Notwithstanding Subsections 5.1 – 5.3 above, cardinal or material changes do not include changes or delays caused by events or circumstances entirely beyond the City's control (commonly referred to as "force majeure events") so long as the change(s) is/are still within the general scope and necessary for the completion of the Project consistent with the Design Criteria Package and/or the Request for Proposals or Qualifications as issued. In addition, cardinal changes or material changes do not include renewal of contracts.

6.0 MISCELLANEOUS

6.1 PROHIBITION AGAINST CONTINGENT FEES: Each contract for Professional, Design-Build, or Construction Management Services shall contain a prohibition against contingent fees as required by Section 287.055(6)(a), Florida Statutes.

6.2 COOPERATION WITH OTHER AGENCIES: To the extent permitted by law, the City shall cooperate with other federal and state agencies on Projects including the possible use of their procedures for competitive selections and negotiation under the CCNA if they are substantially different than these Administrative Procedures.

6.3 REUSE OF EXISTING PLANS: Public notice of and the CCNA selection process contained in these Administrative Procedures shall not be required for the design of Projects where the City is able to reuse existing plans from a prior Project; but public notice for any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse.

6.4 INCONSISTENCY WITH STATE LAW: In the event of any inconsistency between these Administrative Procedures and Florida law including, without limitation, Sections 287.055, 255.103 and 255.20, Florida Statutes, as amended, the provisions of Florida Law shall prevail.

6.5 PROTESTS IN CONNECTION WITH SOLICITATION OF SERVICES: Any protest regarding a solicitation and/or pending award of Professional, Design-Build, and Construction Management Services contract as described in these Administrative Procedures shall be governed by the procedures set forth in City of Tampa Code of Ordinances Section 2-282.

6.6 AGENCY REPRESENTATIVE: If the City elects the option of a qualifications-based selection of a Design-Build firm, then the City shall designate an appropriately licensed Design Professional to serve as the City's representative in connection with the Project as required by the CCNA. Any Design Professional retained or employed as the City's representative is prohibited from responding to the request for proposals or qualifications for Firms under consideration by the CCNA Committee for that Project.

6.7 OPEN MEETINGS: Appropriate public notice (at least one week in advance except for a bona fide emergency) will be provided for every meeting of the CCNA Committee and all meetings of the CCNA Committee shall be open to members of the public, and shall otherwise comply with the requirements contained in Chapter 286, Florida Statutes, applicable to public meetings, including, without limitation, keeping minutes of the Committee's proceedings, generally, and specifically relative to the certification and selection of the qualifying Firms. Copies of said minutes shall be permanently kept on file with the Managing Department and shall be made available to the public in accordance with Section 119.07, Florida Statutes.. In addition, the Committee will allow public comment prior to making its selection of finalists for consideration by the Mayor.

6.8 COOPERATIVE PURCHASING PROHIBITED: Pursuant to Chapter 2004-466, Laws of Florida, the City may not procure services subject to the CCNA through cooperative purchasing.

EXHIBIT "C"

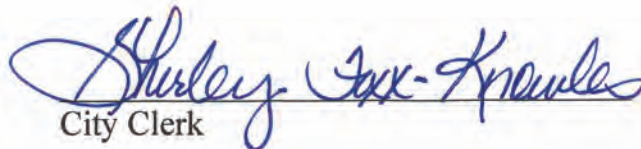
Resolution No. 2016-567 (the Initial Assessment Resolution),
adopted July 14, 2016, including Appendix B (Stormwater
Improvements in the Central and Lower Basin Improvement Area),
as certified by the City Clerk

CLERK'S CERTIFICATE REGARDING RESOLUTION NO. 2016-567

I, Shirley Foxx-Knowles, the undersigned City Clerk of the City of Tampa, Florida (the "City"), DO HEREBY CERTIFY that attached hereto is a copy of Resolution No. 2016-567 entitled "A RESOLUTION OF THE CITY OF TAMPA, FLORIDA RELATING TO THE CITY'S STORMWATER UTILITY AND STORMWATER CAPITAL IMPROVEMENT PLAN; ESTIMATING THE PROJECT COST OF THE STORMWATER IMPROVEMENTS IN THE CENTRAL AND LOWER BASIN IMPROVEMENT AREA; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE SPECIALLY BENEFITED BY THE STORMWATER IMPROVEMENTS; ESTABLISHING THE METHOD OF ASSESSING THE PROJECT COST OF THE STORMWATER IMPROVEMENTS AGAINST THE REAL PROPERTY THAT WILL BE SPECIALLY BENEFITED THEREBY; AUTHORIZING THE DIRECTOR TO PREPARE A TENTATIVE STORMWATER ROLL FOR THE STORMWATER IMPROVEMENT ASSESSMENTS BASED UPON THE METHODOLOGY SET FORTH HEREIN; PROVIDING FOR A HARDSHIP PROGRAM AND AN APPEAL PROCESS; ESTABLISHING A PUBLIC HEARING FOR THE PROPOSED STORMWATER IMPROVEMENT ASSESSMENTS AND DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE," adopted at a meeting of the City Council held on July 14, 2016, at which meeting a quorum was present and acting throughout, which resolution has been compared by me with the original thereof recorded in the minute book of the City and that said resolution is a true, complete and correct copy thereof, and said resolution has been duly adopted and has not been modified, amended or repealed (except as amended by Resolution No. 2016-706 and Resolution No. 2018-94) and is in full force and effect on and as of the date hereof in the form attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City as of the 16th day of November, 2023.

(SEAL)


City Clerk

PH

CITY OF TAMPA, FLORIDA

INITIAL STORMWATER RESOLUTION

CENTRAL AND LOWER BASIN IMPROVEMENT AREA

ADOPTED JULY 14, 2016

E2016-8CA21

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RESOLUTION NO. 2016- 567

A RESOLUTION OF THE CITY OF TAMPA, FLORIDA RELATING TO THE CITY'S STORMWATER UTILITY AND STORMWATER CAPITAL IMPROVEMENT PLAN; ESTIMATING THE PROJECT COST OF THE STORMWATER IMPROVEMENTS IN THE CENTRAL AND LOWER BASIN IMPROVEMENT AREA; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE SPECIALLY BENEFITED BY THE STORMWATER IMPROVEMENTS; ESTABLISHING THE METHOD OF ASSESSING THE PROJECT COST OF THE STORMWATER IMPROVEMENTS AGAINST THE REAL PROPERTY THAT WILL BE SPECIALLY BENEFITED THEREBY; AUTHORIZING THE DIRECTOR TO PREPARE A TENTATIVE STORMWATER ROLL FOR THE STORMWATER IMPROVEMENT ASSESSMENTS BASED UPON THE METHODOLOGY SET FORTH HEREIN; PROVIDING FOR A HARDSHIP PROGRAM AND AN APPEAL PROCESS; ESTABLISHING A PUBLIC HEARING FOR THE PROPOSED STORMWATER IMPROVEMENT ASSESSMENTS AND DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA THAT:

ARTICLE I DEFINITIONS

SECTION 1.01. DEFINITIONS. This Resolution constitutes the Initial Stormwater Resolution as defined in Section 21-4 of the City Code (as defined below). Unless otherwise defined below, capitalized terms used in this Resolution shall have the meaning ascribed to them in City Code. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Building Footprint" means the actual square footage of a building as reflected on the Tax Roll, divided by the number of levels or floors within the building.

"Capital Cost" shall have the meaning ascribed thereto in Section 21-4 of the City Code.

"Central and Lower Basin Improvement Area" means the geographical area described in APPENDIX A attached hereto which constitutes a "Stormwater Improvement Area" within the meaning of Section 21-4 of the City Code.

"City Code" means the City of Tampa Code of Ordinances.

"Collection Cost" means the estimated internal and external cost to be incurred by the City during any Fiscal Year in connection with the collection of Stormwater Improvement Assessments including, but not limited to, fees and expenses of the Tax Collector and Property Appraiser related to using the Uniform Assessment Collection Act.

"Community Development District" means a local unit of special-purpose government as more particularly defined in section 190.003(6), Florida Statutes, as may be amended from time to time.

"Condominium" means a condominium created by a declaration of condominium, pursuant to Chapter 718, Florida Statutes.

"Condominium Common Area Parcel" means a Tax Parcel including one or more "common elements" of a Condominium (as defined in Section 718.103, Florida Statutes), the taxable value of which has been attributed to either a Condominium Residential Unit Parcel or a Condominium Non-Residential Unit Parcel by the Property Appraiser.

"Condominium Non-Residential Unit Parcel" means a Tax Parcel of Developed Property constituting a Condominium "unit" (as defined in Section 718.103, Florida Statutes) to which the Property Appraiser has assigned a DOR Code of 1199, 1799, 1999 and 4899, as may be amended from time to time.

"Condominium Residential Unit Parcel" means a Tax Parcel of Developed Property constituting a Condominium "unit" (as defined in Section 718.103, Florida Statutes) to which the Property Appraiser has assigned a DOR Code of 0400, 0403, 0404, 0500 and 0508, as may be amended from time to time.

"Council" means the City Council of the City of Tampa, Florida.

"Developed Property" shall have the meaning ascribed thereto in Section 21-4 of the City Code.

"Director" shall have the meaning ascribed thereto in Section 21-4 of the City Code.

"DOR Code" means those Florida Department of Revenue codes classifying land use as established in Rule 12D-8.008, Florida Administrative Code, as applied by the Property Appraiser, and as may be amended from time to time.

"Dwelling Units" shall have the meaning ascribed thereto in Section 21-4 of the City Code.

"ESU" means "equivalent stormwater unit" (also referred to as an "ESFIA" or equivalent square footage of impervious surface) the standard unit used to express the Stormwater burden expected to be generated by each parcel of property.

"ESU Value" means the Impervious Area for a typical Single Family Parcel based upon a median Impervious Area derived from a statistically valid sample of Single Family Parcels, the City has computed an "ESU Value" of 3,310 square feet, which shall be used to calculate the number of ESUs attributable to each Tax Parcel.

"Final Stormwater Resolution" means the resolution described in Section 21-128 of the City Code, which shall confirm, modify or repeal this Resolution and which shall be the final proceeding for the imposition of Stormwater Improvement Assessments within the Central and Lower Basin Improvement Area.

"Fiscal Year" shall have the meaning ascribed thereto in Section 21-4 of the City Code.

"General Parcels" means a Tax Parcel of Developed Property that is not a Single Family Parcel, a Condominium Residential Unit Parcel, a Condominium Non-Residential Unit Parcel, a Condominium Common Area Parcel, or a Multi-Family Parcel.

"Government Property" shall have the meaning ascribed thereto in Section 21-4 of the City Code.

"Hardship Program" means the program for payment of Stormwater Improvement Assessments upon application and in instances where the property owner demonstrates a financial hardship, as set forth in resolution(s) adopted by the City as may be amended and supplemented from time to time.

"Homeowners' Association" means a Florida corporation responsible for the operation of a community or a mobile home subdivision in which the voting membership is made up of parcel owners or their agents, or a combination thereof, and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel. The term "Homeowners' Association" does not include a Community Development District or other similar special taxing district created pursuant to statute.

"Impervious Area" shall have the meaning ascribed thereto in Section 21-4 of the City Code.

"Interim Obligations" means a series of bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligations of the City issued or incurred to finance any portion of the Project Cost of the Stormwater Improvements issued or incurred with the intent to provide interim funding

for the Project Cost of the Stormwater Improvements prior to the issuance of Permanent Obligations.

"Large Multi-Family Parcels" means a Multi-Family Parcel with a Building Footprint greater than 3,001 (inclusive) square feet.

"Large Single Family Parcels" means a Single Family Parcel with a Building Footprint between 2,201 and 4,000 (inclusive) square feet.

"Medium Multi-Family Parcels" means a Multi-Family Parcel with a Building Footprint between 1,001 and 3,000 (inclusive) square feet.

"Medium Single Family Parcels" means a Single Family Parcel with a Building Footprint between 1,301 and 2,200 (inclusive) square feet.

"Mitigation Credit" means generally a Mitigation Credit as defined in Section 21-4 of the City Code, and specifically a credit applied to a Stormwater Improvement Assessment for a Developed Property in consideration of the on-site management of the Stormwater burden as a consequence of the location of a Mitigation Facility or in consideration of discharge to a non-City stormwater system or for the conveyance and/or treatment of City Stormwater, defined for any Tax Parcel of Developed Property as a number between 0.0 and 1.0 representing a reduction in the Stormwater burden expected to be generated by such Tax Parcel attributable to privately maintained Mitigation Facilities and other factors affecting the quantity or quality of Stormwater runoff. The Mitigation Credit for each Tax Parcel shall be determined in accordance with Section 3.02 hereof.

"Mitigation Credit Factor" means the figure computed by subtracting the Mitigation Credit from 1.00.

"Mitigation Credit Policy" means the current City of Tampa Stormwater Utility Mitigation Credit Policy attached hereto as APPENDIX D, as may be amended and supplemented from time to time.

"Mitigation Facility" shall have the meaning ascribed thereto in Section 21-4 of the City Code.

"Mixed-Use Condominium Parcels" means a Tax Parcel that contains both Condominium Residential Unit Parcels and Condominium Non-Residential Unit Parcels.

"Multi-Family Parcel" means a Tax Parcel of Developed Property to which the Property Appraiser has assigned a DOR Code of 0800, 0801 and 0802, as may be amended from time to time, and which contains no more than two buildings with no more than four (4) Dwelling Units per building.

"Net ESU" means the standard unit used to express the Stormwater burden expected to be generated by each parcel of property, after taking into consideration any approved Mitigation Credits.

"Obligations" means generally Obligations as defined in Section 21-4 of the City Code, including Interim Obligations and Permanent Obligations.

"Permanent Obligations" means generally Permanent Obligations as defined in Section 21-4 of the City Code, including a series of bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligations of the City issued or incurred to finance any portion of the Project Cost

of the Stormwater Improvements or to repay Interim Obligations, issued or incurred with the intent to provide permanent funding.

"Project Cost" means generally the Project Costs as defined in Section 21-4 of the City Code, including but not limited to (1) the Capital Cost of the Stormwater Improvements, (2) the Transaction Cost associated with the Obligations to finance and refinance the Stormwater Improvement, (3) interest accruing on such Obligations for such period of time as the City deems appropriate, (4) the debt service reserve fund or account, if any, established for the Obligations which financed the Stormwater Improvement, (5) a reasonable required coverage amount each Fiscal Year to ensure marketability of the Obligations, and (6) any other costs or expenses related thereto.

"Property Appraiser" means the Property Appraiser for Hillsborough County, Florida.

"Single Family Parcel" means a Tax Parcel of Developed Property to which the Property Appraiser has assigned a DOR Code of 0100, 0102, 0106, 0110 and 0200, as may be amended from time to time.

"Small Multi-Family Parcels" means a Multi-Family Parcel with a Building Footprint between 100 and 1,000 (inclusive) square feet.

"Small Single Family Parcels" means a Single Family Parcel with a Building Footprint between 100 and 1,300 (inclusive) square feet.

"State" means the State of Florida.

"Stormwater" means the flow of water which results from, and which occurs following, a rainfall event.

"Stormwater Capital Improvement Plan" means the City's Stormwater Utility Capital Improvement Plan attached hereto as APPENDIX C.

"Stormwater Improvements" means generally the Stormwater Improvements described in Section 21-4 of the City Code, as more particularly described for the Central and Lower Basin Improvement Area in APPENDIX B attached hereto.

"Stormwater Improvement Assessments" means generally Stormwater Improvement Assessments as defined in Section 21-4 of the City Code, and specifically the annual special assessment to be imposed by the City for each Fiscal Year against Developed Property within the Central and Lower Basin Improvement Area to pay the Project Cost and related expenses of the Stormwater Improvements, computed each Fiscal Year in accordance with Section 4.01 hereof.

"Stormwater Roll" shall have the meaning ascribed thereto in Section 21-4 of the City Code.

"Stormwater Service Area" shall have the meaning ascribed thereto in Section 21-4 of the City Code.

"Stormwater Service Assessment" shall have the meaning ascribed thereto in Section 21-4 of the City Code.

"Stormwater Utility" means the entity established by Section 21-117 of the City Code to implement the Stormwater management program of the City.

"Tax Collector" means the Tax Collector for Hillsborough County, Florida.

"Tax Parcel" means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Transaction Cost" shall have the meaning ascribed thereto in Section 21-4 of the City Code.

"Uniform Assessment Collection Act" shall have the meaning ascribed thereto in Section 21-4 of the City Code.

"Very Large Single Family Parcels" means a Single Family Parcel with a Building Footprint greater than 4,000 square feet.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. LEGISLATIVE FINDINGS. It is hereby ascertained, determined and declared that:

(A) This Resolution is adopted pursuant to the provisions of Chapter 21-124 of the City Code and other applicable provisions of law, and is the Initial Stormwater Resolution as defined in the City Code.

(B) The City is responsible for the management, maintenance and improvement of the City's Stormwater Utility for the purpose of collection, storage, treatment and conveyance of Stormwater.

(C) The Stormwater Utility is required to comply with federal and State policies and mandates with respect to its operation and administration.

(D) Pursuant to Article VIII, Section 2(b), Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City has all powers of local self-government to perform municipal functions and to render municipal services except when prohibited by law, and such power may be exercised by the enactment of legislation.

(E) Pursuant to Section 403.0891, Florida Statutes, the City has the responsibility and authority to create a Stormwater Utility and provide for a stormwater management program that is compatible with the goals of the State.

(F) Pursuant to Section 403.0893, Florida Statutes, the City has the authority to fund construction, operation, maintenance and administration of the Stormwater Utility. That statutory provision is an additional and supplemental authority to the constitutional and statutory power of self-government granted to a municipality.

(G) Pursuant to its powers of self-government, the City enacted Ordinance No. 2003-0200 providing for a Stormwater Utility and the imposition and collection of Stormwater Improvement Assessments, as codified in Chapter 21 of the City Code.

(H) The legislative determinations ascertained and declared in City Ordinance No. 2003-0200, as codified in Section 21-2 of the City Code, are hereby ratified and confirmed.

(I) The City's existing Stormwater system is aging and, as a result, property owners are experiencing an increase in the amount of standing water following a rain

event and during the rainy season, and several components within the Stormwater Utility are failing, requiring complete rehabilitation in some cases.

(J) The policy represented by the City's Stormwater Capital Improvement Plan attached hereto as APPENDIX C, as may be further amended or revised from time to time, is adopted by this Resolution and shall constitute the current version of the City's Stormwater Basin Plan as defined in Section 21-4 of the City Code, and is intended to correct existing deficiencies with respect to a specific level of service and provide a consistent level of Stormwater management in the areas of the City described for each project.

(K) The construction, reconstruction or installation of the Stormwater Improvements described in the Stormwater Capital Improvement Plan and in APPENDIX B hereto will provide a number of special benefits including, but not limited to: (1) the availability and use of the Stormwater Improvements by the owners and occupants of Developed Property to properly and safely detain, retain, convey and treat Stormwater discharged from Developed Property; (2) reduction of real and personal property damage from flooding; (3) ensuring future compliance with federal and State permits to operate the Stormwater Utility; (4) stabilization of Developed Property values; (5) increased safety and better access to Developed Property including reduction of emergency evacuation route flooding; (6) improving appearance; (7) rendering Developed Property more adaptable to a current or reasonably foreseeable new and higher use; (8) alleviation of the burdens caused by Stormwater runoff and accumulation attendant with the use of Developed Property; (9) allowing the City to address water quantity, water quality and

infrastructure replacement issues; (10) fostering the enhancement of environmentally responsible use and enjoyment of the natural resources within the benefited area.

(L) The Council is establishing the geographic area depicted and described in APPENDIX A hereof as the "Central and Lower Basin Improvement Area." The Central and Lower Basin Improvement Area shall constitute a "Stormwater Improvement Area" within the meaning of Section 21-4 of the City Code and consists of those stormwater basins, or any portion or portions thereof, encompassing parcels of property that will derive a special benefit from the construction, reconstruction or installation of all or any portion of the Stormwater Improvements.

(M) The Stormwater Improvement Assessments authorized by Section 21-121 of the City Code and this Resolution provide an equitable method of funding the Capital Cost or debt service and related costs of Obligations issued to finance the Project Cost of the Stormwater Improvements described in APPENDIX B attached hereto, by fairly and reasonably allocating the cost to specially benefited property on the basis of the Stormwater burden expected to be generated by the physical characteristics and use of such property. The Stormwater burden generated by Developed Property is generally proportional to the number of "equivalent stormwater units" or "ESUs" attributed to each Developed Property.

(N) The Stormwater Improvements are necessitated by the existence of Impervious Area. Accordingly, it is fair and reasonable to impose the Stormwater Improvement Assessments only against Developed Property containing at least 100 square feet of Impervious Area.

(O) The Council hereby finds and determines that the availability of the Mitigation Credit pursuant to the City's Mitigation Credit Policy, as further described in Section 3.08 hereof, provides a fair and reasonable opportunity for a property owner to mitigate a Tax Parcel's burden on the Stormwater Utility when weighed against the cost of administering such Mitigation Credit Policy.

(P) Any shortfall in the expected proceeds from the Stormwater Improvement Assessments due to any reduction or exemption from payment of the Stormwater Improvement Assessments required by law or authorized by the Council shall be supplemented by any legally available funds, or combination of such funds. In the event a court of competent jurisdiction determines any exemption or reduction by the Council is improper or otherwise adversely affects the validity of the Stormwater Improvement Assessments imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Stormwater Improvement Assessment upon each affected Tax Parcel in the amount of the Stormwater Improvement Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel.

(Q) In order to provide an additional program for City residents whose total household income is at or below a certain level (as established by the United States government) and certain other requirements, the City has decided to offer property owners the Hardship Program which may pay all or a portion of the property owner's annual Stormwater Improvement Assessment. The contribution by the City as part of the Hardship Program shall come from a source of funds other than Stormwater Improvement Assessment proceeds and is only available for years during which (1) the

property remains eligible for participation in the Hardship Program, and (2) the Hardship Program is available. The Council hereby finds and determines that the Hardship Program provides a reasonable alternative for property owners that may experience financial hardship as a result of imposition of the Stormwater Improvement Assessments.

(R) The Council hereby finds and determines that the Stormwater Improvement Assessments to be imposed in accordance with this Resolution provide an equitable method of funding the Stormwater Improvements by fairly and reasonably allocating the Project Cost to specially benefited property, based upon the number of ESUs attributable to each Developed Property or classification of property in the manner described in Article III and IV hereof.

**ARTICLE II
STORMWATER IMPROVEMENT AREA AND
PROJECT COST; IMPOSITION OF ASSESSMENTS;
HARDSHIP PROGRAM**

SECTION 2.01. STORMWATER IMPROVEMENT AREA; PROJECT COST.

(A) This Resolution will initiate the process for imposition of Stormwater Improvement Assessments to finance acquisition and construction of the Stormwater Improvements described in APPENDIX B attached hereto. The Council hereby establishes the geographic area depicted and described in APPENDIX A attached hereto as the "Central and Lower Basin Improvement Area." The Central and Lower Basin Improvement Area shall constitute a "Stormwater Improvement Area" within the meaning of Section 21-4 of the City Code.

(B) The Central and Lower Basin Improvement Area consists of those stormwater basins, or any portion or portions thereof, encompassing parcels of property that will derive a special benefit from the construction, reconstruction or installation of all or any portion of the facilities described in the City's Stormwater Capital Improvement Plan attached hereto as APPENDIX C. The policy represented by the City's Stormwater Capital Improvement Plan is hereby adopted and shall constitute the current version of the City's Stormwater Basin Plan as defined in Section 21-4 of the City Code and is intended to correct existing deficiencies with respect to a specific level of service and provide a consistent level of Stormwater management in the areas of the City described in the Stormwater Capital Improvement Plan.

(C) The estimated Project Cost for the Stormwater Improvements is \$251,285,000. The Project Cost and related expenses of the Stormwater Improvements shall be funded through the imposition of Stormwater Improvement Assessments against property located in the Central and Lower Basin Improvement Area, in the manner set forth in Article II and Article IV hereof.

SECTION 2.02. IMPOSITION OF ASSESSMENTS AGAINST NON-GOVERNMENTAL PROPERTY.

(A) A Stormwater Improvement Assessment is hereby imposed against all non-Government Property that is Developed Property within the Central and Lower Basin Improvement Area. The Project Cost of the Stormwater Improvements attributable to non-Government Property shall be assessed against all Tax Parcels of non-Government Property that are Developed Property within the Central and Lower Basin Improvement Area at a rate of assessment based upon the number of Net ESUs attributable to each Tax Parcel or classification of such non-Government Property as described in Article III hereof and computed in a manner described in Section 4.01 hereof.

(B) The Stormwater Improvement Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

SECTION 2.03. REIMBURSEMENT TO CITY FROM GOVERNMENT PROPERTY. The City shall contribute an amount each Fiscal Year equal to the assessment rate multiplied by the amount of Net ESUs attributable to Government Property. Such contribution shall come from any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the

Stormwater Improvement Assessments. Where legally permissible, the City shall impose fees to reimburse itself for expenses related to such Government Property that is not owned by the City.

SECTION 2.04. HARDSHIP PROGRAM. The Director shall communicate the availability of the Hardship Program through appropriate media. In order to determine whether a property owner is eligible to participate in the Hardship Program, an application must be received by the City and approved and/or renewed as provided in the Hardship Program. Tax Parcels participating in the Hardship Program shall have their annual Stormwater Improvement Assessment calculated normally in accordance with Section 4.01 hereof and the City contribution will be made in accordance with Section 4.04 hereof.

**ARTICLE III
ASSIGNMENT OF EQUIVALENT
STORMWATER UNITS**

SECTION 3.01. CLASSIFICATION OF TAX PARCELS. Each Tax Parcel located within the Central and Lower Basin Improvement Area shall be assigned to one of the following classifications: Small Single Family Parcels, Medium Single Family Parcels, Large Single Family Parcels, Very Large Single Family Parcels, Condominium Residential Unit Parcel, Condominium Non-Residential Unit Parcel, Condominium Common Area Parcel, Mixed-Use Condominium Parcels, Small Multi-Family Parcels, Medium Multi-Family Parcels, Large Multi-Family Parcels, or General Parcels.

SECTION 3.02. SINGLE FAMILY PARCELS.

(A) Findings. The Council hereby finds and determines as follows:

(1) Single Family Parcels constitute approximately 73.75 percent of the Developed Property located within the Central and Lower Basin Improvement Area.

(2) The cost of measuring or verifying the Impervious Area for each individual Single Family Parcel greatly exceeds any benefit to be derived from individual measurement and verification.

(3) It is fair and reasonable to classify Single Family Parcels by size with Small Single Family Parcels constituting approximately 28.52 percent of the Single Family Parcels within the Central and Lower Basin Improvement Area, Medium Single Family Parcels constituting approximately 54.71 percent of the Single Family Parcels within the Central and Lower Basin Improvement Area,

Large Single Family Parcels constituting approximately 15.21 percent of the Single Family Parcels within the Central and Lower Basin Improvement Area, and Very Large Single Family Parcels constituting approximately 0.94 percent of the Single Family Parcels within the Central and Lower Basin Improvement Area.

(4) The City has compared the above-described percentages for each Single Family Parcel category within the Central and Lower Basin Improvement Area to the percentages for each Single Family Parcel category within the Stormwater Service Area and has determined that it is fair and reasonable to utilize the ESU Values calculated for the Stormwater Service Area for the Central and Lower Basin Improvement Area in order to avoid confusion among property owners as to how their assessments are calculated and efficiently calculate and administer the assessments. Accordingly, the City will use the ESU Value (3,310 square feet) similar to the Impervious Area for the median Single Family Parcel within the Stormwater Service Area. The City has determined that a Single Family Parcel with 3,310 square feet of Impervious Area typically has a Building Footprint of 1,667 square feet.

(B) Determination of ESUs and Net ESUs. Based on the above findings, the Council hereby assigns ESUs and Net ESUs to each category of Single Family Parcels as follows:

(1) The City has computed a Building Footprint of 1,667 square feet for a typical Medium Single Family Parcel. Accordingly, the number of Net ESUs

attributable to each Medium Single Family Parcel shall be computed by multiplying one 1.0 ESU by the appropriate Mitigation Credit Factor.

(2) The City has computed a Building Footprint of 1,023 square feet for a typical Small Single Family Parcel. The number of ESUs attributable to each Small Single Family Parcel was computed by dividing the Building Footprint of the typical Small Single Family Parcel by the Building Footprint of the typical Medium Single Family Parcel (1,667 square feet). Accordingly, the number of Net ESUs attributable to each Small Single Family Parcel shall be computed by multiplying 0.61 ESUs by the appropriate Mitigation Credit Factor.

(3) The City has computed a Building Footprint of 2,762 square feet for a typical Large Single Family Parcel. The number of ESUs attributable to each Large Single Family Parcel was computed by dividing the Building Footprint of the typical Large Single Family Parcel by the Building Footprint of the typical Medium Single Family Parcel (1,667 square feet). Accordingly, the number of Net ESUs attributable to each Large Single Family Parcel shall be computed by multiplying 1.66 ESUs by the appropriate Mitigation Credit Factor.

(4) The City has computed a Building Footprint of 4,701 square feet for a typical Very Large Single Family Parcel. The number of ESUs attributable to each Very Large Single Family Parcel was computed by dividing the Building Footprint of the typical Very Large Single Family Parcel by the Building Footprint of the typical Medium Single Family Parcel (1,667 square feet). Accordingly, the

number of Net ESUs attributable to each Very Large Single Family Parcel shall be computed by multiplying 2.82 ESUs by the appropriate Mitigation Credit Factor.

SECTION 3.03. MULTI-FAMILY PARCELS.

(A) Findings. The Council hereby finds and determines as follows:

(1) Multi-Family Parcels constitute approximately 2.93 percent of the Developed Property located within the Central and Lower Basin Improvement Area.

(2) The cost of measuring or verifying the Impervious Area for each individual Multi-Family Parcel greatly exceeds any benefit to be derived from individual measurement and verification.

(3) It is fair and reasonable to classify Multi-Family Parcels by size with Small Multi-Family Parcels constituting approximately 8.12 percent of the Multi-Family Parcels within the Central and Lower Basin Improvement Area, Medium Multi-Family Parcels constituting approximately 87.21 percent of the Multi-Family Parcels within the Central and Lower Basin Improvement Area and Large Multi-Family Parcels constitute approximately 4.67 percent of the Multi-Family Parcels within the Central and Lower Basin Improvement Area.

(4) The City has compared the above-described percentages for each Multi-Family Parcel category within the Central and Lower Basin Improvement Area to the percentages for each Multi-Family Parcel category within the Stormwater Service Area and has determined that it is fair and reasonable to utilize the ESU Values calculated for the Stormwater Service Area for the Central

and Lower Basin Improvement Area in order to avoid confusion among property owners as to how their assessments are calculated and efficiently calculate and administer the assessments. Accordingly, one ESU of Impervious Area equates to a Building Footprint of 1,667 square feet.

(B) Determination of ESUs and Net ESUs. Based on the above findings, the Council hereby assigns ESUs and Net ESUs to each category of Multi-Family Parcels as follows:

(1) The City has computed a Building Footprint of 727 square feet for a typical Small Multi-Family Parcel. The number of ESUs attributable to each Small Multi-Family Parcel was computed by dividing the Building Footprint of the typical Small Multi-Family Parcel by the Building Footprint of the typical Medium Single Family Parcel (1,667 square feet). Accordingly, the number of Net ESUs attributable to each Small Multi-Family Parcel shall be computed by multiplying 0.44 ESUs by the appropriate Mitigation Credit Factor.

(2) The City has computed a Building Footprint of 1,685 square feet for a typical Medium Multi-Family Parcel. The number of ESUs attributable to each Medium Multi-Family Parcel was computed by dividing the Building Footprint of the typical Medium Multi-Family Parcel by the Building Footprint of the typical Medium Single Family Parcel (1,667 square feet). Accordingly, the number of Net ESUs attributable to each Medium Multi-Family Parcel shall be computed by multiplying 1.01 ESUs by the appropriate Mitigation Credit Factor.

(3) The City has computed a Building Footprint of 3,744 square feet for a typical Large Multi-Family Parcel. The number of ESUs attributable to each Large Multi-Family Parcel was computed by dividing the Building Footprint of the typical Large Multi-Family Parcel by the Building Footprint of the typical Medium Single Family Parcel (1,667 square feet). Accordingly, the number of Net ESUs attributable to each Large Multi-Family Parcel shall be computed by multiplying 2.25 ESUs by the appropriate Mitigation Credit Factor.

SECTION 3.04. RESIDENTIAL CONDOMINIUM PARCELS.

(A) Findings. The Council hereby finds and determines as follows:

(1) Condominiums constitute approximately 14.4 percent of the Developed Property located within the Central and Lower Basin Improvement Area, of which approximately 95.8 percent are Condominium Residential Parcel Units.

(2) A residential Condominium constitutes a unique form of real property ownership comprised of Condominium Residential Unit Parcels, to which there may be an appurtenant undivided share in Condominium Common Area Parcels.

(3) It is fair and reasonable to attribute the Impervious Area of Condominium Common Area Parcels to the Condominium Residential Unit Parcels to which such Condominium Common Area Parcels are appurtenant.

(B) Determination of ESUs and Net ESUs. Based on the above findings, the number of Net ESUs attributable to each Condominium Residential Unit Parcel shall be equal to the sum of the following:

- (1) the product of multiplying:
 - (a) the quotient of dividing:
 - (i) the Impervious Area of the Condominium on which the Condominium Residential Unit Parcel is located, by
 - (ii) the ESU Value (3,310 square feet), and further dividing the result by the total number of Condominium Residential Unit Parcels located on such Condominium, by
 - (b) the appropriate Mitigation Credit Factor; and
- (2) the product of multiplying:
 - (a) the quotient of dividing:
 - (i) the Impervious Area of the Condominium on which the Condominium Common Area Parcel appurtenant to the Condominium Residential Unit Parcel, by
 - (ii) the ESU Value (3,310 square feet), and further dividing the result by the total number of Condominium Residential Unit Parcels to which the Condominium Common Area Parcel is appurtenant, by
 - (b) the appropriate Mitigation Credit Factor.

SECTION 3.05. NON-RESIDENTIAL CONDOMINIUM PARCELS.

(A) Findings. The Council hereby finds and determines as follows:

(1) Condominiums constitute approximately 14.4 percent of the Developed Property located within the Central and Lower Basin Improvement Area, of which approximately 4.2 percent are Condominium Non-Residential Parcel Units.

(2) A non-residential Condominium constitutes a unique form of real property ownership comprised of Condominium Non-Residential Unit Parcels, to which there may be an appurtenant undivided share in Condominium Common Area Parcels.

(3) It is fair and reasonable to attribute the Impervious Area of Condominium Common Area Parcels to the Condominium Non-Residential Unit Parcels to which such Condominium Common Area Parcels are appurtenant.

(B) Determination of ESUs and Net ESUs. Based on the above findings, the number of Net ESUs attributable to each Condominium Non-Residential Unit Parcel shall be equal to the sum of the following:

(1) the product of multiplying:

(a) the product of multiplying:

(i) the quotient of dividing:

(Y) the Impervious Area of the Condominium on which the Condominium Non-Residential Unit Parcel is located, by

- (Z) the ESU Value (3,310 square feet), by
 - (ii) the quotient of dividing:
 - (Y) the square feet of the Condominium Non-Residential Unit Parcel, by
 - (Z) the total square feet of all Condominium Non-Residential Unit Parcels located on such Condominium, by
 - (b) the appropriate Mitigation Credit Factor; and
- (2) the product of multiplying:
 - (a) the product of multiplying:
 - (i) the quotient of dividing:
 - (Y) the Impervious Area of the Condominium on which the Condominium Common Area Parcel is located, by
 - (Z) the ESU Value (3,310 square feet), by
 - (ii) the quotient of dividing:
 - (Y) the square feet of the Condominium Non-Residential Unit Parcel, by
 - (Z) the total square feet of all Condominium Non-Residential Unit Parcels located on such Condominium, by
 - (b) the appropriate Mitigation Credit Factor.

SECTION 3.06. MIXED-USE CONDOMINIUM PARCELS.

- (A) Findings. The Council hereby finds and determines as follows:

(1) Mixed-Use Condominium Parcels contain both Condominium Residential Unit Parcels and Condominium Non-Residential Unit Parcels.

(2) It is fair and reasonable to compute Stormwater Improvement Assessments for Mixed-Use Condominium Parcels by treating each Mixed-Use Condominium Parcel as two separate parcels based on the relative Impervious Area attributable to each use.

(B) Determination of ESUs and Net ESUs. Based on the above findings, the number of Net ESUs attributable to each Mixed-Use Condominium Parcel shall be computed as the sum of:

(1) the amount determined by using the Impervious Area of such Mixed-Use Condominium Parcel attributable to Condominium Residential Unit Parcels and determining the Net ESUs attributable to that portion in accordance with Section 3.04(B) hereof, and

(2) the amount determined by using the Impervious Area of such Mixed-Use Condominium Parcel attributable to Condominium Non-Residential Unit Parcels and determining the Net ESUs attributable to that portion in accordance with Section 3.05(B) hereof.

SECTION 3.07. GENERAL PARCELS.

(A) Findings. The Council hereby finds and determines as follows:

(1) General Parcels constitute approximately 8.86 percent of the Developed Property located within the Central and Lower Basin Improvement Area.

(2) It is fair and reasonable to compute Stormwater Improvement Assessments for General Parcels by determining the actual number of ESUs attributable to each General Parcel within the Central and Lower Basin Improvement Area.

(B) Determination of ESUs and Net ESUs. Based on the above findings, the number of Net ESUs attributable to each General Parcel shall be computed by multiplying:

- (1) the quotient of dividing:
 - (a) the Impervious Area of such General Parcel, by
 - (b) the ESU Value (3,310 square feet), by
- (2) the appropriate Mitigation Credit Factor.

SECTION 3.08. MITIGATION CREDIT POLICY.

(A) The Council hereby finds that the Mitigation Credit Policy is fair and reasonable and, therefore, approves the Mitigation Credit Policy attached hereto as APPENDIX D.

(B) The Council recognizes the benefits provided by privately maintained Mitigation Facilities. Properties supporting private Mitigation Facilities should be credited for the public benefits they provide by reducing and/or eliminating the property's burden on the Stormwater Utility. Accordingly, the charges based on the number of ESUs otherwise attributable to such property may be adjusted by a Mitigation Credit determined in accordance with the Mitigation Credit Policy. No Mitigation Credit shall exceed the amount of the Tax Parcel's Stormwater Improvement Assessment.

(C) In order to receive a Mitigation Credit for which property is eligible, a non-residential property owner shall be required to provide the Director with the information described in Section 21-123 of the City Code, as may be amended and supplemented from time to time. Applicants for residential mitigation credits may include property owners, Homeowners' Associations and Community Development Districts and shall provide sufficient information to adequately evaluate the basis for said credit. The City may charge a fee to review such drawings to ensure compliance with appropriate standards.

(D) No Mitigation Credit shall be granted to a parcel whose mitigation is provided by a Mitigation Facility constructed or maintained with City funds or funds received by the City as part of a cooperative funding agreement or grant.

(E) Based on the Council's legislative findings in Section 1.03 hereof with respect to the proposed methodology of apportioning the Stormwater Improvement Assessments and confirmed by the findings of fact described in Section 3.02 hereof, all Mitigation Credits approved and applied to properties within the Stormwater Service Area that are located within the proposed Central and Lower Basin Improvement Area as of the date of this Resolution shall be automatically applied by the Director without the need to reapply pursuant to the procedures set forth in this Section.

SECTION 3.09. ADJUSTMENT OF NET ESUs.

(A) Petitions for review of the number of Net ESUs attributed to any Tax Parcel shall be submitted to the Director, who shall have authority to correct any errors made in

applying the provisions of this Article III hereof to the Tax Parcel. The following procedures shall apply to all petitions.

(1) Each petition shall be made to the Director by the owner of the Tax Parcel or such owner's authorized agent.

(2) The petition shall be in writing and set forth, in detail, the grounds upon which adjustment is sought.

(3) The petition must be filed with the Director within thirty days of the notice required by Section 21-127 of the City Code and shall be reviewed within thirty days of the filing date. Filing of a petition shall not extend the time for payment of any Stormwater Improvement Assessment or affect the amount of any discount for early payment. If the number of Net ESUs is adjusted for any Tax Parcel, the Stormwater Improvement Assessment shall be corrected in accordance with Section 21-137 of the City Code. If the Stormwater Improvement Assessment has been paid prior to adjustment of the number of Net ESUs, the Tax Collector shall refund the amount by which the Stormwater Improvement Assessment has been reduced, adjusted for any early payment discount taken by the owner.

(4) The petitioner shall be required, at petitioner's own cost, to provide supplemental information to the Director including, but not limited to, survey data approved by a professional land surveyor and/or engineering reports approved by a professional engineer. Failure to provide such information may result in the denial of the petition.

(5) The Director shall respond to each petition in writing.

(B) The Director may initiate adjustments to the number of Net ESUs attributed to any Tax Parcel including, but not limited to, adjustments resulting from improvements made to vacant property such that it then constitutes Developed Property. If the number of Net ESUs is reduced for any Tax Parcel, the Stormwater Improvement Assessment shall be corrected in accordance with Section 21-137 of the City Code. In such event, if the Stormwater Improvement Assessment has been paid prior to adjustment of the number of Net ESUs, the Tax Collector shall refund the amount by which the Stormwater Improvement Assessment has been reduced, adjusted for any early payment discount taken by the owner. If the number of Net ESUs is increased for any Tax Parcel, the adjustment shall become effective for Stormwater Improvement Assessments in subsequent Fiscal Years after the required notice and hearing process is completed pursuant to Section 21-137 of the City Code and the Uniform Assessment Collection Act.

**ARTICLE IV
COMPUTATION OF ASSESSMENTS; PRELIMINARY
STORMWATER ROLL; USE OF FUNDS**

SECTION 4.01. COMPUTATION OF ASSESSMENTS.

(A) The Council expects to issue Interim Obligations and Permanent Obligations to finance the Project Cost of the Stormwater Improvements for the Central and Lower Basin Improvement Area. Stormwater Improvement Assessments shall be imposed within the Central and Lower Basin Improvement Area for each Fiscal Year in which Obligations remain outstanding. When imposed, the Stormwater Improvement Assessments shall constitute a lien upon the Tax Parcels listed on the Stormwater Roll, pursuant to City Code.

(B) The Stormwater Improvement Assessments against property located within the Central and Lower Basin Improvement Area for any Stormwater Roll that will be certified for collection prior to the issuance of Permanent Obligations shall be computed and applied as follows:

(1) The annual installment of the Stormwater Improvement Assessment for each Net ESU shall be the quotient of dividing:

(a) the quotient of dividing:

(i) the Central and Lower Basin Improvement Area pro forma debt service, together with the expected Collection Costs, by

(ii) the total number of Net ESUs attributable to property located within the Central and Lower Basin Improvement Area, by

(b) the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non-ad valorem assessments (0.96).

The annual installment of the Stormwater Improvement Assessment for each Tax Parcel shall then be computed by multiplying the Stormwater Improvement Assessment for each Net ESU (determined above each Fiscal Year) by the number of Net ESUs attributable to such Tax Parcel; provided, however, in the event the Tax Parcel is approved for participation in the Hardship Program, the Stormwater Improvement Assessment shall be reduced for the portion of the Stormwater Improvement Assessment that is actually paid for by the City.

(2) Proceeds from the Stormwater Improvement Assessments received during each Fiscal Year from the Central and Lower Basin Improvement Area shall be applied by the City as follows: (a) payment of Collection Costs; (b) payment of the actual debt service on Interim Obligations attributable to the Stormwater Improvements becoming due during such Fiscal Year; (c) payment of the Capital Cost for the Stormwater Improvements, if deemed necessary; and (d) prepayment of the Interim Obligations attributable to the Stormwater Improvements.

(C) The Stormwater Improvement Assessments against property located within the Central and Lower Basin Improvement Area for any Stormwater Roll that will be certified for collection after the issuance of Permanent Obligations shall be computed and applied as follows:

(1) The annual installment of the Stormwater Improvement Assessment for each Net ESU shall be the quotient of dividing:

(a) the quotient of dividing:

(i) the Central and Lower Basin Improvement Area actual debt service, together with the expected Collection Costs, by

(ii) the total number of Net ESUs attributable to property located within the Central and Lower Basin Improvement Area, by

(b) the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non-ad valorem assessments (0.96).

The annual installment of the Stormwater Improvement Assessment for each Tax Parcel shall then be computed by multiplying the Stormwater Improvement Assessment for each Net ESU (determined above each Fiscal Year) by the number of Net ESUs attributable to such Tax Parcel; provided, however, in the event the Tax Parcel is approved for participation in the Hardship Program, the Stormwater Improvement Assessment shall be reduced for the portion of the Stormwater Improvement Assessment that is actually paid for by the City.

(2) Proceeds from the Stormwater Improvement Assessments received during each Fiscal Year from the Central and Lower Basin Improvement Area shall be applied by the City as follows: (a) payment of Collection Costs; (b) payment of the actual debt service on Permanent Obligations attributable to the Stormwater Improvements becoming due during such Fiscal Year; (c) payment of the Capital Cost for the Stormwater Improvements, if deemed necessary; and (d)

prepayment of the Permanent Obligations attributable to the Stormwater Improvements.

(D) For purposes of the notices mailed to the property owners pursuant to Section 4.03 hereof, the estimated maximum rate of \$89.55 per ESU/annually (approximately \$7.46 per ESU/month) will be used, together with the assumption that the first of thirty (30) annual payments will be placed on the ad valorem tax bill mailed in November 2016. The maximum Stormwater Improvement Assessment will be set forth in the Final Stormwater Resolution.

SECTION 4.02. STORMWATER ROLL. The Director is hereby directed to prepare, or direct the preparation of, (A) the final estimate of the Project Cost of the Stormwater Improvements, and (B) the preliminary Stormwater Roll in the manner provided in the City Code. The Director shall apportion the final estimated Project Cost for the Stormwater Improvements in the manner set forth in this Resolution. A copy of this Resolution, the final estimate for Project Cost and the preliminary Stormwater Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Stormwater Roll be in printed form if the amount of the Stormwater Improvement Assessment for each Tax Parcel can be determined by use of an available computer terminal.

SECTION 4.03. INSUFFICIENT AND EXCESS FUNDS.

(A) If for any reason the net proceeds of the Obligations are insufficient to pay the Project Cost for the Stormwater Improvements within the Central and Lower Basin Improvement Area, the City, at its option, shall either (1) elect to impose additional

Stormwater Improvement Assessments within the Central and Lower Basin Improvement Area, or (2) fund the difference from any legally available revenue source.

(B) Prior to the completion of the Stormwater Improvements, proceeds of the Stormwater Improvement Assessments for any Fiscal Year shall be used in accordance with Sections 4.01(B)(2) and 4.01(C)(2) hereof.

(C) Promptly upon completion of the Stormwater Improvements and after paying or making provision for the payment of all unpaid items of the Project Cost for the Stormwater Improvements, the City shall use any remaining net proceeds from the Permanent Obligations to pay interest on or redeem Permanent Obligations.

SECTION 4.04. HARDSHIP PROGRAM CONTRIBUTION. In accordance with the Council's finding in Section 1.03(Q) hereof, the City plans to contribute all or a portion of the annual Stormwater Improvement Assessment for each parcel participating in the Hardship Program from sources other than proceeds of the Stormwater Improvement Assessments. The City will make an annual contribution for each Fiscal Year a parcel of property remains (1) qualified for the Hardship Program, and (2) current on its annual payment of the Stormwater Service Assessment. The contribution amount is equal to the difference between (a) the parcel's annual Stormwater Improvement Assessment determined normally as provided in Section 4.01 hereof, and (b) the parcel's annual Stormwater Improvement Assessment discounted to reflect the payment made by the City pursuant to the Hardship Program.

**ARTICLE V
NOTICE AND PUBLIC HEARING**

SECTION 5.01. PUBLIC HEARING. A public hearing will be conducted by the City Council on September 1, 2016 at 6:00 p.m., or as soon thereafter as the matter may be heard, in Council Chambers, Third Floor, City Hall, 315 East Kennedy Boulevard, Tampa, Florida, (or if it is determined that such location has insufficient seating, such other location as the Director shall determine), to consider imposition of the Stormwater Improvement Assessments and their collection pursuant to the Uniform Assessment Collection Act.

SECTION 5.02. NOTICE BY PUBLICATION. The Director shall publish a notice of the public hearing authorized by Section 5.01 hereof in the manner and the time provided in Section 21-126 of the City Code. The published notice shall be in substantially the form attached hereto as APPENDIX E and shall be published no later than 20 days prior to the date set forth in Section 5.01 hereof.

SECTION 5.03. NOTICE BY MAIL. The Director shall, at the time and in the manner specified in Section 21-127 of the City Code, provide first class mailed notice of the public hearing authorized by Section 5.01 hereof to each property owner proposed to be assessed at the address indicated on the Stormwater Improvement Assessment Roll. The mailed notice shall be in substantially the form attached hereto as APPENDIX F and shall be mailed no later than 20 days prior to the date set forth in Section 5.01 hereof.

**ARTICLE VI
GENERAL PROVISIONS**

SECTION 6.01. METHOD OF COLLECTION. The Stormwater Improvement Assessments described herein shall be collected pursuant to the Uniform Assessment Collection Act.

SECTION 6.02. INTENT FOR REIMBURSEMENT FROM BOND PROCEEDS. The City is hereby authorized to temporarily advance funds for the payment of Project Cost of the Stormwater Improvements, such advances to be reimbursed from proceeds of tax-exempt Obligations. This is a Declaration of Official Intent under U.S. Treasury Regulations for purposes of Sections 103 and 141 to 150 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"). The City declares that it reasonably expects that all or a portion of the Project Cost for the Stormwater Improvements will be paid from the City's general fund or other legally available funds and accounts and will be reimbursed with the proceeds of bonds (as defined in Section 150 of the Internal Revenue Code). The maximum principal amount of Obligations expected to be issued for the Project Cost of the Stormwater Improvements is \$251,285,000.

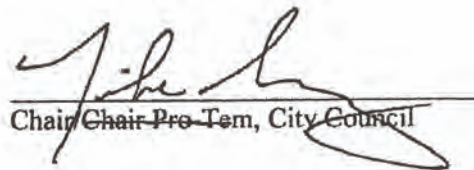
SECTION 6.03. SEVERABILITY. The provisions of this Resolution are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Resolution shall not be affected thereby.

SECTION 6.04. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON JULY 14, 2016.

ATTEST:

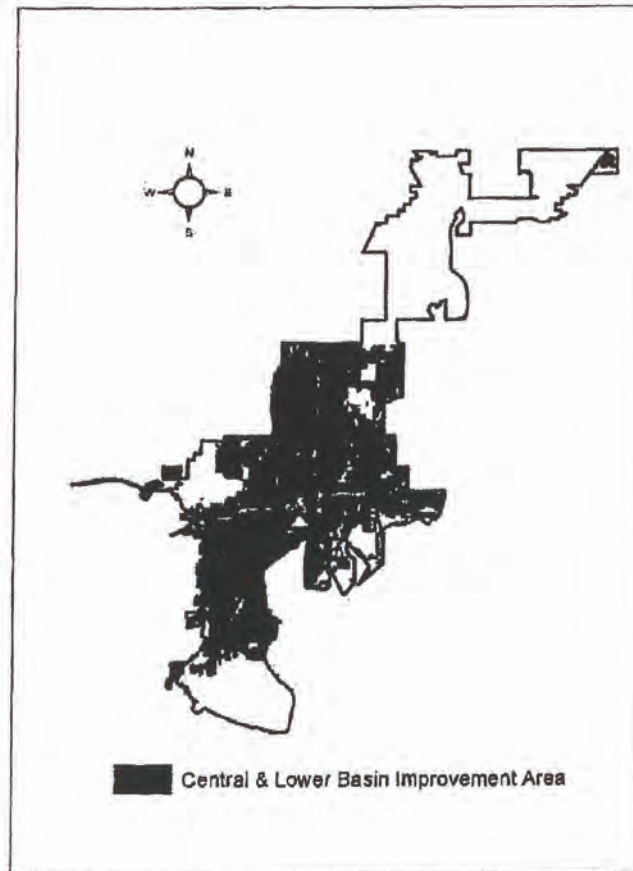

City Clerk/Deputy City Clerk


Chair/Chair Pro Tem, City Council

APPROVED AS TO FORM:

Janice M. McLean
Assistant City Attorney

APPENDIX A
DESCRIPTION AND MAP OF THE CENTRAL AND LOWER BASIN
IMPROVEMENT AREA



Beginning at a point on the boundary line between Hillsborough and Pinellas Counties, State of Florida, said boundary line being on the Westerly boundary of Section 30, Township 28 South, Range 17 East at its intersection with the high water mark of Old Tampa Bay (also known as Tampa Bay); run thence Southeasterly along a line determined by the shoreline of said Old Tampa Bay at its high water mark, and the projections of said line across the mouths of those creeks or drainage outfalls which break said shoreline, to the Westerly boundary of Section 11, Township 29 South, Range 17 East, and the Westerly prolongation of the Southerly boundary of BAY POINTE CONDOMINIUM, as recorded in Condominium Plat Book 1, Page 84, of the public records of Hillsborough County, Florida; thence South $54^{\circ}15'10''$ East, a distance of 505.58 feet; thence South $25^{\circ}54'38''$ West, a distance of 764.27 feet; thence South $64^{\circ}05'22''$ East, a distance of 330.60 feet; thence North $25^{\circ}54'38''$ East, a distance of

A-1

706.95 feet; thence Southeasterly to a point, said point lying 3,960 feet South and 1,320 feet West of the Northeast corner of said Section 11; run thence Easterly to a point, said point lying 11.19 feet North and 324.36 feet West of the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 29 South, Range 17 East and being the beginning of a curve concave to the Southeasterly, said curve having a radius of 99.71 feet and a central angle of 53°36'14" with a chord length of 89.92 feet bearing North 14°27'02" East; run thence Northeasterly along said curve 93.29 feet to the end of said curve; thence North 41°15'15" East 88.05 feet; thence North 48°33'55" East 68.85 feet; thence North 54°11'22" East 130.55 feet; thence North 48°00'50" East 71.32 feet; thence North 49°36'47" East 49.95 feet; thence North 49°36'08" East 4.05 feet; thence North 70°49'08" East 196.16 feet; thence North 72°01'46" East 231.45 feet; thence North 74°24'43" East 173.00 feet to the beginning of a curve concave to the Southerly, said curve having a radius of 472.22 feet and a central angle of 25°37'43" with a chord length of 209.47 feet bearing North 87°13'34.5" East; run thence Easterly along said curve 211.23 feet to the end of said curve; thence South 79°57'34" East 255.08 feet to the beginning of a curve concave to the Northeasterly, said curve having a radius of 131.80 feet and a central angle of 08°54'43" with a chord length of 20.48 feet bearing South 84°24'54.5" East; run thence Southeasterly along said curve 20.50 feet to the end of said curve; thence South 88°52'15" East 27.41 feet to the beginning of a curve concave to the Northwesterly, said curve having a radius of 55.74 feet and a central angle of 18°18'09" with a chord length of 17.73 feet bearing North 81°58'37.5" East; run thence Northeasterly along said curve 17.81 feet to the end of said curve; thence North 72°49'30" East 83.81 feet; thence North 87°10'59" East 93.16 feet to the beginning of a curve concave to the Southwesterly, said curve having a radius of 229.29 feet and a central angle of 33°39'13" with a chord length of 132.75 feet bearing South 75°59'22" East; run thence Southeasterly along said curve 134.68 feet to a point of reverse curvature, being the beginning of a curve concave to the Northeasterly, said curve having a radius of 107.03 feet and a central angle of 30°35'11" with a chord length of 56.46 feet bearing South 74°27'22" East; run thence Southeasterly along said curve 57.14 feet to the end of said curve; thence South 89°45'01" East 235.90 feet to the beginning of a curve concave to the Southwesterly, said curve having a radius of 359.62 feet and a central angle of 27°49'39" with a chord length of 172.95 feet bearing South 75°50'10.5" East; run thence Southeasterly along said curve 174.66 feet to the end of said curve; thence South 61°55'20" East 731.56 feet to the beginning of a curve concave to the Southwesterly, said curve having a radius of 161.78 feet and a central angle of 00°59'43" with a chord length of 2.81 feet bearing South 61°25'25.5" East; run thence Southeasterly along said curve 2.81 feet to the end of said curve and the beginning of a curve concave to the Southwesterly, said curve having a radius of 161.78 feet and a central angle of 59°03'47" with a chord length of 166.77 feet bearing South 29°53'56" East; run thence Southeasterly along said curve 175.21 feet; thence South 01°07'39" West 22.60 feet; run thence Easterly to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 12, Township 29 South, Range 17 East; thence South 01°07'00" West 956.62 feet; thence South 89°11'08" East 935.99 feet; thence South 53°25'42" East 66.59 feet; thence South ~~89~~1°06" East 779.02 feet;

thence South 88°56'06" East 350.67 feet; thence South 88°43'44" East 371.44 feet; thence South 88°56'06" East 386.0 feet; thence North 01°07'00" East 987.59 feet; thence Easterly to the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 7, Township 29 South, Range 18 East; run thence North 00°37'45" East along the Easterly boundary of the Northwest 1/4 of the Southwest 1/4 of said Section 7 a distance of 139.56 feet; run thence North 89°22'15" West 67.73 feet to a point on the Northeasterly Right of Way line of Dana Shores (Old Memorial Highway) Drive; thence North 30°46'15" West along said Northeasterly Right of Way line a distance of 1,038.54 feet to the beginning of a curve concave to the Southwesterly, said curve having a radius of 366.93 feet and a central angle of 59°24'14" with a chord length of 363.62 feet bearing North 60°28'23" West; run thence Northwesterly along said curve 380.43 feet to a point on the Northerly Right of Way line of Dana Shores Drive; thence South 89°49'29" West along said Northerly Right of Way line a distance of 423.23 feet to a point on the Westerly Right of Way line of George Road; thence South 00°19'53" West along said Westerly Right of Way line a distance of 10.00 feet to a point on the Northerly Right of Way line of said Dana Shores Drive; thence South 89°49'29" West along said Northerly Right of Way line a distance of 2,436.87 feet to the beginning of a curve concave to the Northeasterly, said curve having a radius of 160.65 feet and a central angle of 79°02'36" with a chord length of 204.47 feet bearing North 50°39'13" West; run thence Northwesterly along said curve 221.63 feet to a point on the Easterly Right of Way line of said Dana Shores Drive; thence departing said Easterly Right of Way line South 89°16'18" East 46.65 feet; thence North 00°41'50" East 50.00 feet; thence North 89°16'18" West 50.00 feet to a point on said Easterly Right of Way line; thence North 00°55'06" East along said Easterly Right of Way line a distance of 2,534.82 feet to a point on the Southerly Right of Way line of Memorial (S.R. S576) Highway; thence South 89°56'05" East along said Southerly Right of Way line a distance of 2,632.72 feet to a point lying 30.00 feet Easterly of the Westerly boundary of Section 7, said point also lying on the Easterly Right of Way line of George Road; run thence South 00°19'53" West along said Easterly Right of Way line a distance of 20.07 feet; thence North 38°12'19" East 25.52 feet to a point on the Southerly Right of Way line of said Memorial Highway; thence South 89°55'52" East along said Southerly Right of Way line a distance of 242.01 feet to the beginning of a curve concave to the Southwesterly, said curve having a radius of 5,682.58 feet and a central angle of 03°00'33" with a chord length of 298.41 feet bearing South 88°30'41" East; run thence Southeasterly along said curve 298.45 feet to a point of reverse curvature, being the beginning of a curve concave to the Northeasterly, said curve having a radius of 5,776.58 feet and a central angle of 02°53'33" with a chord length of 291.59 feet bearing South 88°27'10" East; run thence Southeasterly along said curve 291.62 feet to the end of said curve; run thence South 89°53'57" East 401.15 feet; thence South 56°07'51" East 25.19 feet to a point on the Westerly Right of way line of Eisenhower (S.R. 60 & 589) Boulevard; run thence South 00°21'13" West along said Westerly Right of Way line a distance of 1,792.83 feet; Thence continue along said Westerly Right of Way line South 00°25'30" West 751.92 feet; run thence South 89°32'17" East 25.00 feet to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 7; thence Easterly to the midpoint of said Section 7; thence Northerly to the Northwest corner of

the Southwest 1/4 of the Southeast 1/4 of Section 6, Township 29 South, Range 18 East; thence Easterly to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 6; thence Northerly to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 6; thence Easterly to the Northeast corner of the Southeast 1/4 of said Section 6; thence Northerly to a point on the Westerly boundary of Section 32, Township 28 South, Range 18 East lying 230 feet North of the Southwest corner of Section 32; run thence Easterly to a point 150 feet West and 230 feet North of the Southeast corner of said Section 32; thence Northerly in a straight line to a point 150 feet West of the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 32; thence Easterly to a point 330 feet West of the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 34, Township 28 South, Range 18 East; thence Northerly to a point 330 feet West of the Northeast corner of said Section 34; thence Northwesterly to a point 660 feet West of the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 28 South, Range 18 East; thence Northerly to a point 660 feet West of the Northeast corner of said Section 27; thence Easterly to a point 200 feet West of the Northeast corner of said Section 27; run thence North 00°46'16" East, parallel to the East boundary of Section 22, Township 28 South, Range 18 East, a distance 672.11 feet; thence North 89°42'54" West 206.99 feet; thence North 00°46'16" East 326.00 feet; thence North 89°42'54" West 270.72 feet; thence North 00°43'46" East 326.00 feet; thence South 89°42'54" East 477.95 feet; run thence North 00°46'16" East to a point 200 feet West of the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 28 South, Range 18 East; thence Easterly to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 22; thence Northeasterly to a point 660 feet West of the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 28 South, Range 18 East; thence Northerly to a point 150 feet North and 660 feet West of the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 14; thence Easterly to a point 150 feet North of the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 14; thence Northerly to a point 200 feet North of the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 28 South, Range 18 East; thence Easterly across Sections 11 and 12, Township 28 South, Range 18 East and Sections 7 and 8, Township 28 South, Range 19 East to a point lying 200 feet North and 100 feet East of the Southwest corner of the East 1/2 of Section 8, Township 28 South, Range 19 East; thence Easterly to a point lying 200 feet North of and 100 feet West of the Southeast corner of Section 9, Township 28 South, Range 19 East; thence Easterly along a line lying 200 feet North of and parallel with the South boundary Section 9, to a point on the West boundary of Section 10, Township 28 South, Range 19 East, said point lying 200 feet North of the Southwest corner of said Section 10; thence N 00°13'21" W, along said West boundary of Section 10, a distance of 464.58 feet, to a point on the North boundary of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 10; thence S 89°57'04" E, along said North boundary, a distance of 330.73 feet, to a point on the East boundary of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 10; thence S 00°16'01" E, along said East boundary of the West 1/2, a distance of 465.12 feet, to a point on a line lying 200 feet North of and parallel with the South boundary of said Section 10; thence Easterly along said line to a point 200 feet North of the Southeast

corner of the Southwest 1/4 of the Southwest 1/4 of said Section 10; run thence Southerly along the Easterly boundaries of the West 1/4 of Sections 10, 15, 22 and 27, Township 28 South, Range 19 East, to the high water mark of the Southerly bank of the Hillsborough River; run thence Southwesterly along a line determined by the high water mark of said bank, and its projection across the mouths of those creeks or drainage outfalls which said line intersects, to the East boundary of the West 1/2 of Section 28, Township 28 South, Range 19 East; run thence Southerly along the East boundary of the West 1/2 of Sections 28 and 33, Township 28 South, Range 19 East, to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 33; thence Easterly to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence Southerly to the Northwest corner of Section 10, Township 29 South, Range 19 East; thence Easterly to the Northeast corner of the Northwest 1/4 of said Section 10; thence Southerly to a point 200 feet North of the Southeast corner of the Southwest 1/4 of said Section 10; thence Easterly across Sections 10 and 11, Township 29 South, Range 19 East, to the point of intersection with the high water mark of the Easterly bank of Six Mile Creek (also known along its lower reaches as Palm River), said point lying 200 feet North of the Southerly boundary of Section 12, Township 29 South, Range 19 East; run thence Southwesterly along a line determined by the high water mark of said Easterly bank and the Southerly bank of said creek, and its projection across the mouths of those creeks or drainage outfalls which break said line, to a point of intersection of said line with the midsection line of Section 21, Township 29 South, Range 19 East; run thence Southerly along said midsection line to the point of its intersection with the Southerly boundary of Section 28, Township 29 South, Range 19 East; run thence Southwesterly along a line to a point of intersection with the boundary line between Ranges 18 and 19 East; said line described as follows; beginning at the intersection of the midsection line of Section 28, Township 29 South, Range 19 East with the Southerly boundary of said Section 28, running thence Southwesterly across Sections 33 and 32, Township 29 South, Range 19 East, Sections 5, 6 and 7, Township 30 South, Range 19 East, Sections 12, 13 and 14, Township 30 South, Range 18 East to a point on the Southerly boundary of Section 15, Township 30 South, Range 18 East at its intersection with the high water line of the Westerly shoreline of Hillsborough Bay; run thence Southerly along said boundary between Ranges 18 and 19 East to the Southerly boundary of the North 1/2 of Section 1, Township 31 South, Range 18 East; thence Westerly along the Southerly boundary of the North 1/2 of Sections 1, 2, 3, 4, 5 and 6, Township 31 South, Range 18 East and Section 1, Township 31 South, Range 17 East to the point of intersection of said boundary with the boundary line between Hillsborough and Pinellas Counties; run thence Northerly and Northwesterly along said boundary line between said counties to its point of intersection with the Westerly boundary of Section 19, Township 29 South, Range 17 East; run thence Northerly along the Westerly boundary Sections 19, 18, 7 and 6, Township 29 South, Range 17 East, and Sections 31 and 30, Township 28 South, Range 17 East, said boundary being the boundary line between said Counties to the Point of Beginning.

APPENDIX B
DESCRIPTION OF THE STORMWATER IMPROVEMENTS

Stormwater Capital Improvement Plan

Project List

2nd Street: Interbay Boulevard to Bay Avenue: The street experiences severe flooding. A new drainage system will be constructed to connect to an existing box culvert along Bay Avenue.

15th Street at Ellicott Street: Construct a lateral on 15th Street between Ellicott Street and Caracas Street and connect it to the existing stormwater system.

17th Street and Annona Avenue: Construction of a new stormwater system from 17th Street and Annona Avenue to the existing system in Limbaugh Avenue at 17th Street.

30th Street Force Main Extension: Extension of the shared force main to discharge directly to Hillsborough River. The project will increase capacity of the Donut/Duck shared force main by providing a direct outfall. The capacity of the existing 72-inch outfall pipe in 30th Street will be increased.

43rd Street Outfall Regional Drainage Improvements, PH I: Property acquisition and construction of a 5.0 acre regional stormwater pond to provide flooding relief.

43rd Street Outfall Regional Drainage Improvements, PH II: Construction of a major outfall pipe system to alleviate street and business property flooding. Water quality treatment will be attained with the construction of a pond to reduce the pollutant loading to McKay Bay.

99th Avenue Pump Station: Construction of a new pump station and force main from 99th Avenue and Elmer Pond to discharge to the existing 72-inch outfall pipe in 30th Street.

Alley between Hills Avenue and Richardson Place: Improper grading in the alley causes structural flooding. The project will improve drainage by re-grading the alley to drain away from the buildings.

Anita Subdivision: The subdivision has inadequate drainage due to the cumulative impact of ditches being filled and driveway culverts being improperly constructed. The project will restore the relic ditch system.

Annette Avenue and Bougainvillea Avenue: Construct a lateral to Florida Department of Transportation pond to relieve flooding.

Annie Street and 21st Street Pond: Acquisition of abutting flooded properties and construction of a pond.

Annual Cured-in-Place Pipe Rehabilitation: Rehabilitation of failing pipes utilizing a cured-in-place pipe liner. The benefit of the program is that existing pipes can be rehabilitated without requiring excavation or replacement.

Ashley Pond Expansion: Acquisition of flooded properties that abut an existing pond and expansion of the pond.

Box Culvert Rehabilitation: Rehabilitation of failing box culverts with no-dig methods. Deficiencies are identified by video inspecting box culverts.

Bradley Street Flooding Relief: The existing stormwater system is undersized. The project will re-establish ditches and improve conveyance.

Broadway and 56th St. Flooding relief: Project entails upsizing pipe across Broadway at 56th St and tying into existing 36" private pipe, obtaining an easement from Allen Auto parts and accepting private pipe. An alternate solution would be to convey water east along Broadway to Kimmins Property and using existing easement south.

Chelsea Street Flooding Relief: Construct improvements to relieve garage flooding near and along Chelsea Street, just east of Nebraska Avenue. This is part of the Southeast Seminole Heights drainage area.

Cypress Street Outfall: Construction of a major trunk line connecting to the Cypress Street Outfall. The project will serve future lateral connections to relieve flooding the basin.

Ditch Rehabilitation: Reconstruction of failing and undersized ditch systems to alleviate structural, street, and yard flooding. Ditches and associated drainage features under this program require engineered solutions beyond routine maintenance.

East River Hills Flooding Relief: Construction of an additional outfall and upgraded conveyance system to alleviate structural, street and yard flooding. The scope includes a sediment and trash collecting device to reduce the pollutant loading to the Hillsborough River.

Eastridge Pump Station Rehabilitation: Rehabilitation of the existing pump station at 109th and North Boulevard. Aging facility with ongoing maintenance concerns.

Euclid Avenue: West Shore Boulevard to Renellie Circle: Construction of an upgraded conveyance system to relieve street flooding.

Failed Pipe Replacement (Micro and In-House Projects): These projects include failed pipe replacement and minor flooding relief improvements. Typically the City crews construct ten (10) projects per year.

Forest Hills Flooding Relief: Area near North Forest Hills Drive and Country Club Drive experiences flooding. The project consists of the construction of a new stormwater system to convey flow to Lake Eckles.

Himes Avenue - Paxton Avenue to Tyson Avenue Ditch: The intersection experiences flooding due to pavement overlay and lack of a drainage system. The project is comprised of constructing inlets and pipes to connect to the existing system to the south and a culvert upgrade at the Tyson Avenue ditch crossing of Himes Avenue.

Howard and North B Street Flooding Relief: Re-profile the intersection to correct poor drainage.

Howard: Swann Avenue to Morrison Avenue Flooding Relief: Construction of a new stormwater system to reduce flooding in travel lines and the intersection of Swann and Morrison avenues. The project is comprised of pipes, inlets, and roadway re-grading to improve drainage.

Lower Peninsula Watershed Plan: Perform stormwater modeling to develop a regional watershed plan which will provide a flooding relief master plan for new outfalls and identify properties suitable for ponds and other water quality treatment devices.

Lower Peninsula Flooding Relief: Commence construction of projects identified by the Lower Peninsula Study including major outfalls, ponds and neighborhood conveyance systems.

Mary Sink Rehabilitation: The sink drains a large drainage basin in the North Tampa Closed Basin area which experiences severe flooding. The project will ensure that the sink capacity is maximized to reduce flooding.

North B Street and 2906 W. Gomez Avenue: This project addresses inadequate drainage on Gomez Avenue between Douglas Street and Tampa Bay Boulevard. The project consists of the construction of additional pipes and inlets to convey runoff to an existing system.

North River Highlands Flooding Relief: North River Highlands at East River Hills Drive experiences severe flooding. The project will model and design a new stormwater system to relieve flooding.

North Street and Packwood Pond: The property is in a low area and experiences repeated structural flooding. The property was acquired and a pond with side drains will be constructed.

North Tampa Closed Basin Flooding Relief: Properties in this area experience frequent severe flooding due to the lack of positive outfall. Properties are targeted for acquisition for future stormwater ponds.

Poinsettia Pump Station and Force Main Replacement: Pump station will be replaced with more efficient pumping equipment and a new force main to divert the flow further downstream in the 72 inch Outfall pipe in 30th St.

Robles Park Pump Station Replacement: Pump station will be replaced. This is an aging facility with ongoing maintenance concerns.

Southeast Seminole Heights Flooding Relief: Construction of flooding relief projects within the Southeast Seminole Heights study area, comprised of approximately 900 acres generally east of Nebraska Avenue between Hillsborough Avenue and Chelsea Street.

Seneca Pump Station Demolition: Pump station is no longer necessary since the construction of Curiosity Creek Pump Station. The pump station is an aging facility with ongoing maintenance concerns.

Upper Peninsula Flooding Relief, PH II (Vasconia Construction): Construction of a major outfall pipe system to alleviate structural, street and yard flooding. Flooding on Manhattan Avenue will be relieved which is an arterial street. The scope includes sediment and trash collecting devices to reduce the pollutant loading to Old Tampa Bay.

Upper Peninsula Flooding Relief, PH IIA (Dale Mabry-Henderson): Construction of a major box culvert system to relieve severe chronic flooding along Dale Mabry Highway from Henderson Avenue to Neptune Street. Existing pipes along the route will be connected to the new system to provide neighborhood flooding relief.

Other Miscellaneous Projects: To the extent required based on the refinement of the above projects and determined to benefit property within the Central and Lower Basin Improvement Area.

APPENDIX C
STORMWATER CAPITAL IMPROVEMENT PLAN

APPENDIX D
MITIGATION CREDIT POLICY

Appendix D
City of Tampa Stormwater Utility Mitigation Policy

Eligibility

Parcels subject to a stormwater charge may be granted a mitigation credit based on one of the following factors:

1. No portion of the parcel drains to City right-of-way or any part of a stormwater system over which the City has maintenance responsibility.
2. Owner of parcel contributes monetarily to a Community Development District, Civic Association (Homeowners Association or Property Owners Association), or Special District which provides maintenance to non-City owned stormwater management facilities which accept drainage from City rights-of-way.
3. Parcel has a properly maintained and functional onsite stormwater management system which treats and/or attenuates stormwater prior to discharge to the City right-of-way or stormwater system. Proof of proper operation and maintenance may be required on a periodic basis.

Rationale

Mitigation credits may be granted to parcels whose offsite stormwater impacts on the City system are non-existent, are mitigated by a properly functioning and permitted stormwater system, or the parcel owner contributes to the maintenance of a private system which provides stormwater treatment and attenuation for runoff from public right-of-way. The basis for these credits is as follows:

1. Parcels which do not discharge to the City system do not impose direct stormwater maintenance burdens on the City's system.
2. Parcel owners which contribute to the maintenance of privately held stormwater management facilities that manage runoff from public rights-of-way offset some costs which might otherwise be borne by the City.
3. The City and the receiving waters receive benefits from privately-owned and maintained stormwater management facilities.
4. It is in the City's interest to encourage the proper operation and maintenance and continued existence of onsite stormwater management facilities.

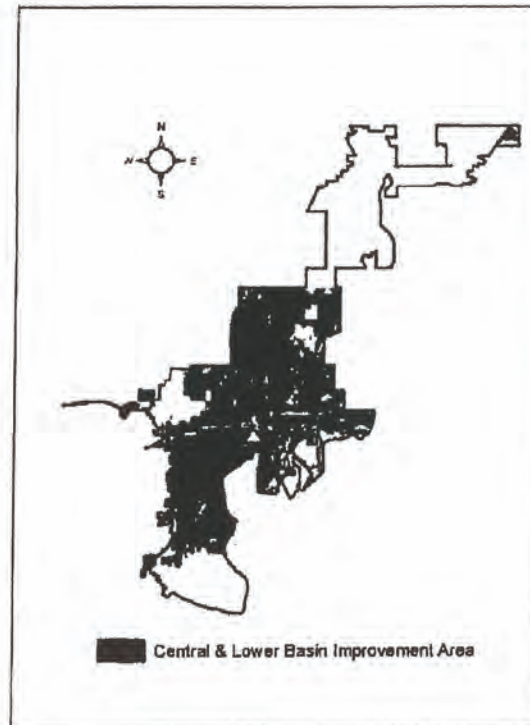
Mitigation Credits

<u>Condition</u>	<u>Mitigation Credit</u>
1. Parcels With No Offsite Discharge of Stormwater to City System: The credit for such parcels will be 100% since the City bears no expense in managing the offsite discharge of the site's flow.	1.0
2. Parcel Owner Contributes to Maintenance of Private System: The credit for such parcels will be based upon the percentage of the City's stormwater operation and maintenance (O&M) budget providing for maintenance of stormwater ponds but in no case shall this be less than 10%. The O&M Budget does not include funds devoted to capital projects addressing conveyance system extension and capacity upgrades.	0.10
3. Parcels With Properly Functioning On-site Treatment and Attenuation: The credit for such parcels will be based upon the percentage of the City's stormwater operation and maintenance (O&M) budget providing for maintenance of stormwater ponds but in no case shall this be less than 10%. The O&M Budget does not include funds devoted to capital projects addressing conveyance system extension and system upgrades.	0.10

APPENDIX E
FORM OF NOTICE TO BE PUBLISHED

[to be published on or prior to August 10, 2016]

**NOTICE OF HEARING TO IMPOSE A STORMWATER IMPROVEMENT
ASSESSMENT WITHIN THE PROPOSED CENTRAL AND LOWER BASIN
IMPROVEMENT AREA AND PROVIDE FOR COLLECTION OF NON-AD VALOREM
ASSESSMENT**



Notice is hereby given that, pursuant to Section 21-126 of the City of Tampa Code, the City Council of the City of Tampa, Florida, will conduct a public hearing to receive written comments and hear testimony from all interested persons regarding adoption of the Final Stormwater Improvement Assessment Resolution for the Central and Lower Basin Improvement Area depicted in the map above. The hearing will be

held at 6:00 P.M., or as soon thereafter as possible, September 1, 2016, in the Tampa City Council Chambers located at 315 E Kennedy Blvd., Tampa, Florida, 33602.

Note that the Stormwater Improvement Assessment is proposed to pay for costs related to the construction and financing of the City's Stormwater Capital Improvement Plan in the Central and Lower Basin Improvement Area. The Stormwater Capital Improvement Plan involves constructing the projects necessary to address ongoing stormwater issues such as flooding and water quality within the Central and Lower Basin Improvement Area. This Stormwater Improvement Assessment is to be imposed in addition to the City-wide Stormwater Service Assessment (which funds Stormwater Management Services City-wide). The Stormwater Improvement Assessment is proposed to be in place for a period of thirty years commencing with the property tax bill mailed in November 2016.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at (813) 274-8397 at least 72 hours prior to the date of the hearing. If hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TTY) or 1-800-955-8770 (voice), for assistance. All affected property owners have a right to appear at the hearing and to file written objections with the City Council. All written objections to the Stormwater Improvement Assessments must be filed with the City Council of Tampa prior to the public hearing. Please include your name, folio number, and the reason you object to the Stormwater Improvement Assessments on all written objections. Address all written objections as follows: Stormwater Division; Comments to

Non-ad Valorem Assessments; 306 E Jackson Street, Tampa, Florida 33602. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The Stormwater Improvement Assessments will be collected by the Hillsborough County Tax Collector and failure to pay the Stormwater Improvement Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title to your property.

If you have any questions, please contact the Stormwater Division at (813) 274-3101.

THE CITY OF TAMPA, FLORIDA

APPENDIX F
FORM OF NOTICE TO BE MAILED

City of Tampa
Stormwater Services Division
6th Floor
306 E. Jackson Street
Tampa, Florida 33602

Notice Mail Date: August __, 2016

«OwnerName»
«OwnerAdd1»
«OwnerAdd2»
«City», «State» «Zip»

Site Address
Property ID#:
Folio #:

**CITY OF TAMPA STORMWATER DIVISION
NOTICE OF PUBLIC HEARING
FOR ADOPTION OF A PROPOSED
STORMWATER CAPITAL IMPROVEMENT ASSESSMENT**

**WHERE: CITY OF TAMPA CITY COUNCIL CHAMBERS
315 E. KENNEDY BLVD TAMPA 33602 3RD FLOOR**

WHEN: SEPTEMBER 1, 2016 @ 6:00 p.m. OR AS SOON THEREAFTER AS POSSIBLE

This notice is to advise you that the Tampa City Council is proposing a new Stormwater Improvement Assessment which was authorized when the Stormwater Utility was created in 2003, but has never been imposed to date. A Stormwater Improvement Assessment will allow the City to construct the necessary projects by financing the construction and related costs up front and paying the debt with proceeds of the Stormwater Improvement Assessments. Without this financing ability the projects will either be delayed or not be built and stormwater issues will continue.

You are receiving this notification because you own property within the proposed Central and Lower Basin Improvement Area of the City. This area has been determined to be affected by stormwater issues which require the construction of projects to resolve. The methodology to determine the Improvement Assessment rate is the same as the current service assessment which is based on the estimated amount of stormwater runoff generated by impervious surface on a property but imposed only within the Central and Lower Basin Improvement Area. The Stormwater Improvement Assessment rate is included on the property tax bill mailed in November each year by the Tax Collector. Because the Stormwater Improvement Assessment will be collected by the Tax Collector, pursuant to Chapter 197, Florida Statutes, failure to pay the Stormwater Improvement Assessment will cause a tax certificate to be issued against the assessed property, which may result in a lien on the title to your property. The proposed maximum rate will be \$89.55 for each Equivalent Stormwater Unit (ESU) annually for the Stormwater Improvement Assessment and will be placed on the property tax bill beginning November 2016. The estimated amount to be collected by the City is \$7,424,133 in 2016 phasing in to an estimated maximum of \$14,775,203 in 2021 and annually thereafter. These funds will be used for projects only within the Central and Lower Basin Improvement Area.

The following provides information about the above parcel:

Number of ESUs: _____ Maximum Annual Improvement Assessment: _____

You may appear at the hearing above or file written objections with the City Council within twenty (20) days of the date of this notice. Please include your name and parcel number on all correspondence and address as follows: Stormwater Division; Comments to Non-ad Valorem Assessments; 306 E. Jackson Str., Tampa, Florida 33602. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, if you need a special accommodation or an interpreter to participate in this proceeding, please contact the City Clerk at (813) 274-8397 at least 72 hours prior to the date of the hearing. If hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TTY) or 1-800-955-8770 (Voice), for assistance. **If you have any questions regarding the number of ESUs assigned to your property or the amount of the Stormwater Improvement Assessment, please contact the Stormwater Division by telephone at (813) 274-3101. Information related to credits for stormwater mitigation can be obtained by calling (813) 274-3101.**

EXHIBIT “D”

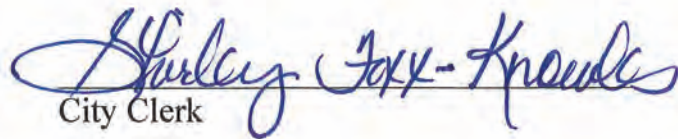
Resolution No. 2016-706 (the Final Assessment Resolution), adopted September 1, 2016, confirming the Initial Assessment Resolution and the stormwater improvements described in its Appendix B, as certified by the City Clerk

CLERK'S CERTIFICATE REGARDING RESOLUTION NO. 2016-706

I, Shirley Foxx-Knowles, the undersigned City Clerk of the City of Tampa, Florida (the "City"), DO HEREBY CERTIFY that attached hereto is a copy of Resolution No. 2016-706 entitled "A RESOLUTION OF THE CITY OF TAMPA, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF STORMWATER IMPROVEMENTS BY THE CITY'S STORMWATER UTILITY; IMPOSING STORMWATER IMPROVEMENT ASSESSMENTS AGAINST CERTAIN REAL PROPERTY WITHIN THE CENTRAL AND LOWER BASIN IMPROVEMENT AREA; APPROVING THE STORMWATER ROLL; AMENDING AND CONFIRMING THE INITIAL STORMWATER ASSESSMENT RESOLUTION; PROVIDING FOR A METHOD OF COLLECTING THE STORMWATER IMPROVEMENT ASSESSMENTS; APPROVING THE HARDSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE," adopted at a meeting of the City Council held on September 1, 2016, at which meeting a quorum was present and acting throughout, which resolution has been compared by me with the original thereof recorded in the minute book of the City and that said resolution is a true, complete and correct copy thereof, and said resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof in the form attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City as of the 7th day of October, 2021.

(SEAL)


City Clerk

RESOLUTION NO. ~~2016-~~ 706

FINAL STORMWATER RESOLUTION

NS
S
A RESOLUTION OF THE CITY OF TAMPA, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF STORMWATER IMPROVEMENTS BY THE CITY'S STORMWATER UTILITY; IMPOSING STORMWATER IMPROVEMENT ASSESSMENTS AGAINST CERTAIN REAL PROPERTY WITHIN THE CENTRAL AND LOWER BASIN IMPROVEMENT AREA; APPROVING THE STORMWATER ROLL; AMENDING AND CONFIRMING THE INITIAL STORMWATER ASSESSMENT RESOLUTION; PROVIDING FOR A METHOD OF COLLECTING THE STORMWATER IMPROVEMENT ASSESSMENTS; APPROVING THE HARDSHIP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City of Tampa, Florida (the "City"), has heretofore enacted Chapter 21 of the City of Tampa Code, as amended and supplemented, and particularly as amended and supplemented by Ordinance No. 2003-0200 enacted by the City on August 7, 2003 (the "Stormwater Code"), to authorize the imposition of Stormwater Improvement Assessments against real property burdening portions of the City's Stormwater System, and thus specially benefited by, construction and funding of Stormwater Improvements in certain areas of the City; and

WHEREAS, the imposition of a Stormwater Improvement Assessment is an equitable and efficient method of allocating and apportioning the Project Cost of the Stormwater Improvements among parcels of real property within certain areas of the City; and

WHEREAS, pursuant to Section 21-124 of the Stormwater Code, the City proposed the creation of the Central and Lower Basin Improvement Area by its Resolution 2016-567, adopted July 14, 2016 (the "Initial Assessment Resolution") and provided therein a description of the Stormwater Improvements, described the method of assessing the Project Cost of the Stormwater Improvements against the real property that will be specially benefited thereby, provided specific legislative findings required by the Stormwater Code and directed preparation of the tentative Stormwater Roll and provision of the notices required by the Stormwater Code; and

WHEREAS, pursuant to Section 21-128 of the Stormwater Code, the City is required to confirm or repeal the Initial Assessment Resolution, with such amendments as the City deems appropriate, after hearing comments and receiving objections of all interested parties; and

WHEREAS, the Stormwater Roll has heretofore been made available for inspection by the public, as required by the Stormwater Code; and

EA2016-8CH21

WHEREAS, as required by Sections 21-126 and 21-127 of the Stormwater Code, notice of a public hearing has been published and mailed to each property owner proposed to be assessed notifying such property owner of the opportunity to be heard; the proof of publication and an affidavit of mailing are attached hereto as APPENDICES A and B, respectively; and

WHEREAS, a public hearing has been duly held on September 1, 2016, and comments and objections from all interested persons have been heard and considered as required by the terms of the Stormwater Code; and

WHEREAS, the Initial Assessment Resolution made certain findings relating to the availability of a Hardship Program for payment of Stormwater Improvement Assessments upon application and in instances where the property owner demonstrates a financial hardship, as the same may be set forth in resolution(s) adopted by the City; and

WHEREAS, it is now appropriate to approve the Hardship Program, as the same may hereafter be amended and supplemented from time to time, so that it is available to qualifying property owners; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA THAT:

SECTION 1. RECITALS. The above recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Final Assessment Resolution.

SECTION 2. AUTHORITY. This Final Assessment Resolution is adopted pursuant to Chapter 166, Florida Statutes, the Stormwater Code, and other applicable provisions of law.

SECTION 3. DEFINITIONS. All capitalized terms used in this Final Assessment Resolution shall have the meanings defined in the Stormwater Code and the Initial Assessment Resolution.

SECTION 4. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 5. AMENDMENT AND CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION, STORMWATER CAPITAL IMPROVEMENT PLAN AND STORMWATER IMPROVEMENTS. (A) The first sentence of Section 3.09(A) of the Initial Assessment Resolution is hereby amended and restated as follows:

"Petitions for review of the number of Net ESUs attributed to any Tax Parcel shall be submitted to the Director, who shall have authority to make adjustments or to correct any errors made in applying the provisions of this Article III hereof to the Tax Parcel."

(B) It is hereby ascertained, determined and declared that the Initial Assessment Resolution, as amended by Section 5(A) above, is hereby ratified and confirmed. The Stormwater Capital Improvement Plan and Stormwater Improvements funded by imposition of the Stormwater Improvement Assessments and as described in the Initial Assessment Resolution are hereby approved.

SECTION 6. CLASSIFICATION OF TAX PARCELS. Each Tax Parcel located within the Central and Lower Basin Improvement Area has been assigned a classification consistent with the provisions of the Initial Assessment Resolution by the method set forth therein.

SECTION 7. CENTRAL AND LOWER BASIN IMPROVEMENT AREA. The Central and Lower Basin Improvement Area is hereby created as a "Stormwater Improvement Area" within the meaning of Section 21-4 of the Stormwater Code to include the property described in the Initial Assessment Resolution.

SECTION 8. APPROVAL OF STORMWATER ROLL. The Stormwater Roll for the Stormwater Improvement Assessments, a copy of which is incorporated herein by reference and has been maintained and available for public inspection at the City Clerk's Office as well as present or available for inspection at the above-referenced public hearing, is hereby approved.

SECTION 9. IMPOSITION OF STORMWATER IMPROVEMENT ASSESSMENTS.

(A) The Tax Parcels of Developed Property described in the Stormwater Roll are hereby found to be specially benefited by the Stormwater Improvements in the amount of the annual Stormwater Improvement Assessments set forth in the Stormwater Roll. The methodology for computing annual Stormwater Improvement Assessments described in the Initial Stormwater Improvement Assessment Resolution is hereby approved. Based upon the methodology in the Initial Assessment Resolution, Stormwater Improvement Assessments shall be imposed at the following annual rates:

<u>(October 1)</u>	<u>Amount per Equivalent Stormwater Unit (1.0 "ESU")</u>
2016	\$44.99
2017	\$52.40
2018	\$61.02
2019	\$71.05
2020	\$82.74
2021 and thereafter	\$89.55

Stormwater Improvement Assessments in the amounts set forth in the Stormwater Roll, are hereby levied and imposed on all Tax Parcels described in the Stormwater Roll.

(B) The City expects that annual Stormwater Improvement Assessments shall be imposed for a period not to exceed thirty (30) years.

SECTION 10. COLLECTION OF STORMWATER IMPROVEMENT ASSESSMENTS. The Stormwater Improvement Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided in Section 21-132 of the Stormwater Code. Upon adoption of the Annual Stormwater Resolution for each Fiscal Year, the Director of the Department of Transportation and Stormwater Services is hereby authorized and directed to certify and deliver, or cause the certification and delivery of, the Stormwater Roll for the Stormwater Improvement Assessments to the Tax Collector by September 15, in the manner prescribed by the Uniform Assessment Collection Act. The Stormwater Roll for the Stormwater Improvement Assessments, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the same form as attached hereto as APPENDIX C.

SECTION 11. STORMWATER IMPROVEMENT ASSESSMENT LIENS. Upon adoption of the Annual Stormwater Resolution for each Fiscal Year, the Stormwater Improvement Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption of the Annual Stormwater Resolution and shall attach to the property included on the Stormwater Roll as of the prior January 1, the lien date for ad valorem taxes.

SECTION 12. APPROVAL OF HARDSHIP PROGRAM. The Council hereby finds that the Hardship Program is fair and reasonable and, therefore, approves the Hardship Program attached hereto as APPENDIX D. The Hardship Program may be hereafter amended and supplemented from time to time by separate resolution(s) or in the Annual Stormwater Resolution.

SECTION 13. EFFECT OF ADOPTION OF FINAL ASSESSMENT RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the estimated Project Cost, the description of the Stormwater Improvements, the rate of assessment each year, the adoption of the Stormwater Roll and the levy and lien of Stormwater Improvement Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the effective date of this Final Assessment Resolution.

SECTION 14. CONFLICTS. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

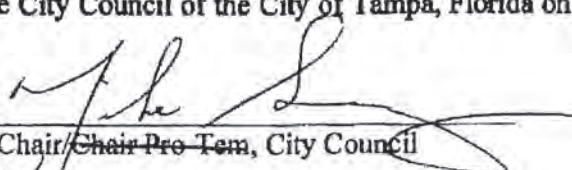
SECTION 15. SEVERABILITY. If any clause, section, other part or application of this Final Assessment Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or by application, it shall not affect the validity of the remaining portions or applications of this Final Assessment Resolution.

SECTION 16. EFFECTIVE DATE. This Final Assessment Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida on September 1, 2016.

ATTEST:


City Clerk/Deputy City Clerk


Chair/~~Chair Pro Tem~~, City Council

APPROVED AS TO FORM

Janice M. McLean
Senior Assistant City Attorney

APPENDIX A

PROOF OF PUBLICATION

338592

Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared Amy Robison who on oath says that he/she is Legal Clerk of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: TAMPA 2016-567 was published in Tampa Bay Times: 8/16/16, in said newspaper in the issue of B Tampa

Affiant further says the said Tampa Bay Times is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

Amy Robison
Signature of Affiant

Sworn to and subscribed before me this 08/10/2016.

Johnnie Murry
Signature of Notary Public

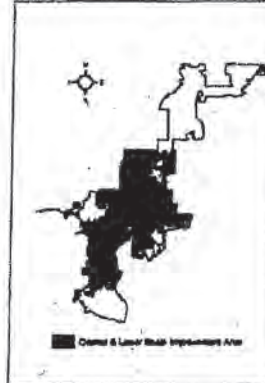
Personally known ☒ or produced identification

Type of identification produced _____



LEGAL NOTICE

PUBLIC NOTICE
RESOLUTION NO. 2016-567
NOTICE OF HEARING TO IMPOSE A
STORMWATER IMPROVEMENT ASSESSMENT
WITHIN THE PROPOSED CENTRAL AND LOWER
Basin Improvement Area AND PROVIDE
FOR COLLECTION OF NON-AD VALOREM
ASSESSMENT



Notice is hereby given that, pursuant to Section 21-129 of the City of Tampa Code, the City Council of the City of Tampa, Florida, will conduct a public hearing to receive written comments and hear testimony from all interested persons regarding adoption of the Final Stormwater Improvement Assessment Resolution for the Central and Lower Basin Improvement Area depicted in the map above. The hearing will be held at 6:00 P.M., or as soon thereafter as possible, September 1, 2016, in the Tampa City Council Chambers located at 315 E. Kennedy Blvd., Tampa, Florida, 33602.

Note that the Stormwater Improvement Assessment is proposed to pay for costs related to the construction and financing of the City's Stormwater Capital Improvement Plan in the Central and Lower Basin Improvement Area. The Stormwater Capital Improvement Plan involves constructing the projects necessary to address ongoing stormwater issues such as flooding and water quality within the Central and Lower Basin Improvement Area. This Stormwater Improvement Assessment is to be imposed in addition to the City-wide Stormwater Service Assessment (which funds Stormwater Management Services city-wide). The Stormwater Improvement Assessment is proposed to be in place for a period of thirty years commencing with the property tax bill mailed in November 2016.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at (813) 274-6387 at least 72 hours prior to the date of the hearing. If hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TTY) or 1-800-455-8770 (voice), for assistance. All affected property owners have a right to appear at the hearing and to file written objections with the City Council. All written objections to the Stormwater Improvement Assessments must be filed with the City Council of Tampa prior to the public hearing. Please include your name, folio number, and the reason you object to the Stormwater Improvement Assessments on all written objections. Address all written objections as follows: Stormwater Division; Comments to Non-ad Valorem Assessments; 308 E. Jackson Street, Tampa, Florida 33602. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The Stormwater Improvement Assessments will be collected by the Hillsborough County Tax Collector and failure to pay the Stormwater Improvement Assessment will cause a tax certificate to be issued against the assessed property, which may result in a loss of title to your property.

If you have any questions, please contact the Stormwater Utility Administrator at (813) 274-3101.

THE CITY OF TAMPA, FLORIDA

INTERESTED PARTIES MAY APPEAR AND BE HEARD AT SAID HEARING.

SHIRLEY FODDY-KNOWLES, CMC
CITY CLERK

2016-1

APPENDIX B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

**STATE OF FLORIDA
COUNTY OF LEON**

BEFORE ME, the undersigned authority, personally appeared Sandi Melgarejo, who, after being duly sworn, deposes and say:

I, Sandi Melgarejo, have been designated by the City of Tampa, Florida, to mail the notices required by Section 21-127 of Chapter 21 of the City of Tampa Code, as amended and supplemented, and particularly as amended and supplemented by Ordinance No. 2003-0200 enacted by the City on August 7, 2003 (the "Stormwater Code"). On or before August 11, 2016, I mailed or directed the mailing of, a notice in accordance with Section 21-127 of the Stormwater Code by first class mail, to each owner of property within the Central and Lower Basin Improvement Area in conformance with the requirements of the Stormwater Code and Resolution No. 2016-567 adopted by the City on July 14, 2016, at the address shown on the real property assessment tax roll maintained by the Hillsborough County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.


Affiant

B-1

The foregoing instrument was acknowledged before me by Sandi Melgarejo, who is personally known to me or who has produced _____ as identification and did (did not) take an oath.

WITNESS, my hand and official seal this 25 day of August, A.D., 2016.



Tammy Peters
Signature of person taking acknowledgment
Tammy Peters
Name of acknowledger (printed)

My commission expires: August 31, 2017

APPENDIX C

FORM OF CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

**CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL**

I, the undersigned, hereby certify that I am the Chair of the City Council or authorized agent of City of Tampa
(name of local government)

located in Hillsborough County, Florida; as such I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, that said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this _____ day of _____, 2016.

Total Record Count	_____
Zeroed Item Count	_____
Assessment Record Count	_____
Total Assessment	\$ _____

(Chair of the Council or Authorized Agent)
of the City of Tampa, Hillsborough County, Florida

APPENDIX D
HARDSHIP PROGRAM

HARDSHIP PROGRAM FOR STORMWATER IMPROVEMENT ASSESSMENT

The City Council has determined that a Hardship Program (Program) for relief from payment of the City of Tampa's Stormwater Improvement Assessment should be established in the interest of the citizens of Tampa who are determined eligible and who otherwise may not be able to pay the City Stormwater Improvement Assessment.

The City Council has herein set forth the eligibility requirements for the Program, an application and continuing certification requirements for property owners in Tampa subject to the Stormwater Improvement Assessment.

The City will endeavor to provide the funds for the Program which funds will be determined from all legally available funds other than revenues from the Stormwater Improvement Assessment subject to the identification and approval of funds in the City's annual budget.

SECTION 1. The City Council hereby establishes the following Program for payment of the City of Tampa Stormwater Improvement Assessment whereby qualified property owners can seek relief from payments for the non advalorem assessment.

A. PURPOSE AND APPLICABILITY

This appendix to the Final Resolution for the Stormwater Improvement Assessment includes the criteria to establish the eligibility, application and recertification requirements for the City of Tampa Stormwater Improvement Assessment Hardship Program. City of Tampa property owners whose maximum household income is no greater than thirty percent (30%) of the Area Median Income (AMI) as established annually by the U.S. Department of Housing and Urban Development (HUD) may apply to have their improvement assessment paid by the City if determined to be eligible and funds are available for the Program.

B. DEFINITIONS

1. **Household:** For purposes of the Program, the term "Household" shall mean a group of individuals residing in the same property, whether related or not.
2. **Income:** For purposes of the Program, the term "income" shall include payments received from all sources, including, but not limited to wages, social security, child support, alimony, pension, rental income, dividends, and interest.
3. **Owner:** The term "owner" means the person(s) who hold(s) legal or equitable title to real property.

C. MINIMUM REQUIREMENTS TO QUALIFY FOR HARDSHIP PROGRAM PAYMENT

In order to qualify for payment by the City of the City Stormwater Improvement Assessment for a property, an applicant must meet all of the following minimum requirements:

1. The property must be a single family residence which is owner-occupied and with a homestead exemption.
2. At least one owner must be sixty-five (65) years of age by January 1st or be unable to work because of a disability. Qualifications and documentation required for these exemptions, Senior Citizen or disability, can be found at the Hillsborough County Property Appraiser's office or website at www.hcpafl.org
3. The total income of all residents of the household and owners of the property shall not exceed thirty percent (30%) of the Area Median Income (AMI) as established annually by the U.S. HUD.
4. The property must have a taxable value of less than \$100,000, after exemptions.
5. The property must be assessed at 1.0 or less Equivalent Stormwater Unit (ESU).

D. APPLICATION REQUIREMENTS

For the initial year of the Program implementation, applications shall be submitted to the City no later than December 1, 2016. Thereafter beginning in 2017, any homeowner desiring to apply for the Program shall submit an application by April 1st to qualify for payment for the next tax year including an executed authorization(s) for release of financial information and disability verification on forms prescribed by the Housing and Community Development Division.

The submission of a false, misleading or incomplete application shall result in the denial of the application and revocation or cancellation of any previously approved application(s) as well as reinstatement of all past assessment charges for the property. The application form shall include the following information:

1. Full names, ages and social security numbers of all persons residing in the residence at any time during the year.
2. Proof of Income: for all sources of income for all property owners and all persons residing on the property, including, but not limited to, wages, social security, child support, alimony, pension, rental income, dividends, and interest and any income derived from any business owned by any resident of the household. Written documentation to support this information is required, such as benefit letters, paystubs and bank statements.
3. Copy of the Deed: The type of interest (i.e. fee simple, life estate) of all person(s) who have an ownership interest in the subject property.
4. Property Tax Statement: indicating Homestead Exemption and if applicable, Disability Exemption or Veteran's Disability Exemption.

E. APPLICATION REVIEW AND DETERMINATION OF ELIGIBILITY

1. The Housing and Community Development Division shall be responsible for reviewing all Hardship applications for completeness and for advising applicants of the need for additional information or documentation. The Housing and Community Development Manager or designee may also conduct an independent inquiry to verify the accuracy and completeness of the information provided by an applicant.
2. The City will review the homestead status, Senior Citizen and disability exemptions (this information will be obtained from the County Property Appraisers website). The Property Appraiser exemptions will be used to determine eligibility for owner occupied status, Veteran's Disability and Permanent Disability. If the homeowner is not currently receiving these exemptions they will not be eligible for the Program.
3. If an application meets all of the criteria, the Housing and Community Development Division shall approve the application and provide a report of approved applications to the Stormwater Engineering Division.
4. The Stormwater Engineering Division will confirm eligibility and send reports to the Revenue and Finance Director along with issuing the Certificate of Correction to the County Property Appraiser's office and the homeowner.
5. Upon approval of an application, the Stormwater Engineering Division shall notify the Revenue and Finance Department Director to provide payment of the approved applicant's Stormwater Improvement Assessment using the City's identified and available funds for the Program other than revenues from the Stormwater Improvement Assessment. The City will include sufficient funds within the annual budget to fund the Program using all legally available funds subject to the availability and approval of such funds in the City's annual budget.

F. ANNUAL RECERTIFICATION

1. All persons who have been approved for the Program shall provide documentation to the City before April 1st of each year that they remain eligible for the Program.
2. Recertification documentation shall be a self-certification form provided by the City that confirms that all of the information in the original application remains unchanged. The submission of false, misleading or incomplete information on the self-certification form shall result in the revocation or cancellation of any previously approved application(s) as well as reinstatement of all past assessment charges for the property.

G. TRIENNIAL REAPPLICATION

Every three years from the date of original approved application, the homeowner is required to reapply providing the same required information as the initial application made current at that time.

SECTION 2. This Program, processes and forms identified herein shall take effect immediately upon the adoption of the Final Resolution for the Stormwater Improvement Assessment by the City Council.

EXHIBIT “E”

Resolution No. 2018-176 (the Master Bond Resolution), “A Resolution of the City of Tampa, Florida Authorizing the Issuance of Special Assessment Revenue Bonds (Central and Lower Basin Stormwater Improvements) from Time to Time ...,” adopted March 1, 2018, as certified by the City Clerk

CLERK'S CERTIFICATE REGARDING RESOLUTION NO. 2018-176

I, Shirley Foxx-Knowles, the undersigned City Clerk of the City of Tampa, Florida (the "City"), DO HEREBY CERTIFY that attached hereto is a copy of Resolution No. 2018-176 entitled "A RESOLUTION OF THE CITY OF TAMPA, FLORIDA AUTHORIZING THE ISSUANCE OF SPECIAL ASSESSMENT REVENUE BONDS (CENTRAL AND LOWER BASIN STORMWATER IMPROVEMENTS) FROM TIME TO TIME FOR THE PRINCIPAL PURPOSES OF FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF STORMWATER CAPITAL IMPROVEMENTS WITHIN THE CENTRAL AND LOWER BASIN IMPROVEMENT AREA OF THE CITY AND FOR OTHER LAWFUL PURPOSES; PLEDGING THE MONEYS RECEIVED FROM SPECIAL ASSESSMENTS LEVIED UPON REAL PROPERTY BENEFITED BY THE STORMWATER CAPITAL IMPROVEMENTS TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON BONDS ISSUED HEREUNDER; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF BONDS ISSUED HEREUNDER; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH BONDS ISSUED HEREUNDER; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION," adopted at a meeting of the City Council held on March 1, 2018, at which meeting a quorum was present and acting throughout, which resolution has been compared by me with the original thereof recorded in the minute book of the City and that said resolution is a true, complete and correct copy thereof, and said resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof in the form attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City as of the 7th day of October, 2021.

(SEAL)


City Clerk

CITY OF TAMPA, FLORIDA

**SPECIAL ASSESSMENT REVENUE BONDS
(CENTRAL AND LOWER BASIN STORMWATER IMPROVEMENTS)
RESOLUTION**

ADOPTED MARCH 1, 2018

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A
B
Agent
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RESOLUTION NO. 2018- 176

A RESOLUTION OF THE CITY OF TAMPA, FLORIDA AUTHORIZING THE ISSUANCE OF SPECIAL ASSESSMENT REVENUE BONDS (CENTRAL AND LOWER BASIN STORMWATER IMPROVEMENTS) FROM TIME TO TIME FOR THE PRINCIPAL PURPOSES OF FINANCING AND REFINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF STORMWATER CAPITAL IMPROVEMENTS WITHIN THE CENTRAL AND LOWER BASIN IMPROVEMENT AREA OF THE CITY AND FOR OTHER LAWFUL PURPOSES; PLEDGING THE MONEYS RECEIVED FROM SPECIAL ASSESSMENTS LEVIED UPON REAL PROPERTY BENEFITED BY THE STORMWATER CAPITAL IMPROVEMENTS TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON BONDS ISSUED HEREUNDER; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF BONDS ISSUED HEREUNDER; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH BONDS ISSUED HEREUNDER; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA that:

ARTICLE I
GENERAL

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Accreted Value" shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond (the principal amount at its initial offering) plus the interest accrued on such Capital Appreciation Bond from the date of delivery to the original purchasers thereof to the Interest Date next preceding the date of computation or the date of computation if an Interest Date, such interest to accrue at a rate not exceeding the legal rate, compounded semiannually, plus, with respect to matters related to the payment upon redemption or acceleration of the Capital Appreciation Bonds, if such date of computation shall not be an Interest Date, a portion of the difference between the Accreted Value as of the immediately preceding Interest Date and the Accreted Value as of the immediately succeeding Interest Date, calculated based on the assumption that

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Accreted Value accrues during any semi-annual period in equal daily amounts on the basis of a 360-day year.

"Act" shall mean the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Issuer, the Stormwater Code Provisions and other applicable provisions of law.

"Additional Bonds" shall mean the obligations issued at any time under the provisions of Section 6.02 hereof on parity with any Outstanding Bonds.

"Amortization Installment" shall mean an amount designated as such pursuant to the provisions of a Supplemental Resolution of the Issuer and established with respect to the Term Bonds.

"Annual Audit" shall mean the annual audit prepared pursuant to the requirements of Section 5.04 hereof.

"Annual Budget" shall mean the annual budget prepared pursuant to the requirements of Section 5.03 hereof.

"Annual Debt Service" shall mean the aggregate amount of Debt Service on the Bonds for each applicable Fiscal Year.

"Assessment Account" shall mean the separate account in the Revenue Fund established pursuant to Section 4.05(A) hereof.

"Assessment Resolutions" shall mean the Initial Assessment Resolution and the Final Assessment Resolution.

"Assessments" or "Stormwater Improvement Assessments" shall mean the stormwater capital improvement special assessments lawfully levied by the Issuer in accordance with the Stormwater Code Provisions and the Assessment Resolutions against properties within the Central and Lower Basin Improvement Area specially benefited by the acquisition and construction of the Project. Assessments do not include any of the Issuer's stormwater service special assessments.

"Authorized Investments" shall mean any investments that may be made by the Issuer under applicable law and which are allowed under the Issuer's investment policy.

"Authorized Issuer Officer" shall mean the Mayor (or his or her designee), the Chief Financial Officer, and when used in reference to any act or document, also means any other person authorized by resolution of the Issuer to perform such act or sign such document.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A. or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Insurance Policy" shall mean the municipal bond new issue insurance policy or policies issued by an Insurer guaranteeing the payment of the principal of and interest on any portion of a Series of Bonds.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the City of Tampa, Florida Special Assessment Revenue Bonds (Central and Lower Basin Stormwater Improvements), Series 2018, any Additional Bonds issued hereunder, and any Subordinated Indebtedness which accedes to the status of Bonds pursuant to Section 6.04 hereof.

"Capital Appreciation Bonds" shall mean those Bonds of a Series so designated under the authority of the Issuer, whether by Supplemental Resolution, purchase contract, or otherwise, which may be either Serial Bonds or Term Bonds and which shall bear interest payable at maturity or redemption. In the case of Capital Appreciation Bonds that are convertible to Bonds with interest payable prior to maturity or redemption of such Bonds, such Bonds shall be considered Capital Appreciation Bonds only during the period prior to such conversion.

"Central and Lower Basin Improvement Area" or **"CLBIA"** shall mean the area of the Issuer created and designated as the Central and Lower Basin Improvement Area pursuant to the Initial Assessment Resolution.

"Chief Financial Officer" shall mean the Chief Financial Officer of the City of Tampa, Florida, or, if the title designated for the highest ranking financial officer of the Issuer subsequently changes, the person holding such new title, and such other person as may be duly authorized to act on his or her behalf.

"City Clerk" shall mean the City Clerk of the City of Tampa, Florida and such other person as may be duly authorized to act on her or his behalf, including but not limited to any duly authorized Deputy City Clerk.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

"Construction Fund" shall mean the fund established pursuant to Section 4.04 hereof.

"Cost," when used in connection with the Project, shall mean (1) the Issuer's cost of physical construction; (2) costs of acquisition by or for the Issuer of the Project; (3) costs of land and interests therein and the cost of the Issuer incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other debt obligations relating to the System during the period of acquisition and construction of such Project and for such period subsequent to completion as the Issuer shall determine and shall be allowable under applicable provisions of the Code; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses of the financing, including audits, fees and expenses of any Paying Agent, Registrar, escrow agent or depository; (8) amounts, if any, required by this Resolution to be paid into the Interest Account upon the issuance of any Series of Bonds; (9) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for the Project; (10) costs of machinery, equipment and supplies and reserves required by the Issuer for the commencement of operation of the Project; (11) costs related to the levy or collection of the Assessments, and (12) any other costs and expenses properly attributable to such construction or acquisition, as determined by generally accepted accounting principles applicable to public stormwater utility systems similar to the System, and shall include reimbursement to the Issuer for any such items of Cost heretofore paid by the Issuer and interest on any interfund loan related thereto. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

"Counterparty" shall mean the entity entering into a Hedge Agreement with the Issuer. Counterparty would also include any guarantor of such entity's obligations under such Hedge Agreement.

"Credit Bank" shall mean as to any particular Series of Bonds, the Person (other than an Insurer) providing a letter of credit, a line of credit or other credit or liquidity facility, as designated in the Supplemental Resolution providing for the issuance of such Bonds.

"Credit Facility" shall mean as to any particular Series of Bonds, an irrevocable letter of credit, a line of credit or other credit or legal liquidity facility (other than a Bond Insurance Policy), as approved in the Supplemental Resolution providing for the issuance of such Bonds.

"Debt Service" shall mean, at any time, the aggregate amount in the then applicable period of time of (1) interest required to be paid on the Outstanding Bonds during such period of time, except to the extent that such interest is to be paid from deposits in the Interest Account or Construction Fund made from Bond proceeds for such purpose, (2) principal of Outstanding Serial Bonds maturing in such period of time, and (3) the Amortization Installments scheduled to be paid during such period of time. For purposes of this definition, (A) all amounts payable on a Capital Appreciation Bond shall

be considered a principal payment in the year it becomes due, (B) with respect to debt service on any Bonds which relate to a Qualified Hedge Agreement, interest on such Bonds during the term of such Qualified Hedge Agreement shall be deemed to be the Hedge Payments coming due during such period of time, (C) if any Series of Bonds has 25% or more of the aggregate principal amount of such Series coming due in any one year, Debt Service shall be determined on such Series during such period of time as if the principal of and interest on such Series were being paid from the date of issuance thereof in substantially equal annual amounts over a period of 25 years, (D) the amount, if any, on deposit in the Reserve Account (or any subaccount thereof), on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds which are secured by such Reserve Account (or subaccount thereof) and in each preceding year until such amount is exhausted, and (E) with respect to debt service on any Federal Subsidy Bonds, when determining the interest on such Bonds for any particular Interest Date the amount of the corresponding Federal Subsidy Payment shall be deducted from the amount of interest which is due and payable to the holders of such Bonds on the Interest Date, but only to the extent that the Issuer reasonably believes that it will be in receipt of such Federal Subsidy Payment on or prior to such Interest Date.

"Debt Service Fund" shall mean the fund established pursuant to Section 4.05(B) hereof.

"Delinquent Assessments" shall mean, collectively, any and all installments of any Assessments which are not paid on or before they are due.

"Expense Account" shall mean the separate account in the Revenue Fund established pursuant to Section 4.05(A) hereof.

"Federal Securities" shall mean non-callable direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of Treasury) or non-callable obligations the principal of and interest on which are unconditionally guaranteed by the United States of America. All such obligations shall not permit redemption prior to maturity at the option of the obligor.

"Federal Subsidy Bonds" shall mean Bonds issued under Section 54AA of the Code, Section 1400U-2 of the Code or any other applicable provision of the Code, the interest on which is not exempt from federal income taxation, with respect to which the Issuer elects to receive, or is otherwise entitled to receive, Federal Subsidy Payments from the United States Department of Treasury.

"Federal Subsidy Payments" shall mean the direct payments made by the United States Department of Treasury to the Issuer with respect to any Federal Subsidy Bonds pursuant to Sections 54AA(g), 6431 and 1400U-2 of the Code, or any other applicable provision of the Code.

"Final Assessment Resolution" shall mean Resolution No. 2016-706 adopted on September 1, 2016, as the same may be amended and supplemented from time to time.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Fitch" means Fitch Ratings and any assigns and successors thereto.

"Governing Body" shall mean the City Council of the City of Tampa, Florida, or its successor in function.

"Hedge Agreement" shall mean an agreement in writing between the Issuer and the Counterparty pursuant to which (1) the Issuer agrees to pay to the Counterparty an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on a notional amount specified in such agreement during the period specified in such agreement and (2) the Counterparty agrees to pay to the Issuer an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on all or a portion of a notional amount specified in such agreement during the period specified in such agreement. Hedge Agreement shall also include any financial product or agreement which is used by the Issuer as a hedging device with respect to its obligations to pay interest on Bonds, or any portion thereof, which is designated by the Issuer as a "Hedge Agreement."

"Hedge Payments" shall mean any amounts payable by the Issuer as interest on the related notional amount under a Qualified Hedge Agreement; excluding, however, any payments due as a penalty or a fee or by virtue of termination of a Qualified Hedge Agreement or any obligation to provide collateral.

"Hedge Receipts" shall mean any amounts receivable by the Issuer on the related notional amount under a Qualified Hedge Agreement.

"Initial Assessment Resolution" shall mean Resolution No. 2016-567 adopted by the Governing Body on July 14, 2016, as the same may be amended and supplemented from time to time.

"Insurer" shall mean such Person as shall be in the business of insuring or guaranteeing the payment of principal of and interest on municipal securities and whose credit is such that, at the time of any action or consent required or permitted by the Insurer pursuant to the terms of this Resolution, all municipal securities insured or guaranteed by it are then rated, because of such insurance or guarantee, in one of the

three highest categories (without regard to gradations, such as "+" or "-" or "1, 2 or 3" of such categories) by at least one of the Rating Agencies.

"Interest Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.05(B) hereof.

"Interest Date" or **"interest payment date"** shall be such date or dates for the payment of interest on the Bonds as provided pursuant to Section 2.01 hereof and by Supplemental Resolution.

"Investment Earnings" shall mean all income and earnings derived from the investment of moneys in the funds and accounts established hereunder, other than the Rebate Fund.

"Issuer" shall mean the City of Tampa, Florida, and also includes any authority or other governmental entity to which may hereafter be transferred some or all of the powers and responsibilities of the Issuer with respect to the ownership, financing, operation, enlargement, improvement and maintenance of the System.

"Maximum Annual Debt Service" shall mean the largest aggregate amount of the Annual Debt Service becoming due in any Fiscal Year in which Bonds are Outstanding.

"Maximum Interest Rate" shall mean, with respect to any particular Variable Rate Bonds, a numerical rate of interest, which shall be set forth in, or determined in accordance with, the Supplemental Resolution of the Issuer authorizing the issuance of such Bonds, or in such other documentation relating to such Variable Rate Bonds, that shall be the maximum rate of interest such Bonds may at any particular time bear.

"Mayor" shall mean the Mayor of the Issuer or, in his or her absence or unavailability, his or her duly appointed designee.

"Moody's" shall mean Moody's Investors Service, and any assigns and successors thereto.

"Outstanding," when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which other Bond or Bonds have been issued under agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for other Bond or Bonds under Sections 2.04 and 2.05 hereof, (3) Bonds deemed to have been paid pursuant to Section 9.01 hereof and (4) Bonds cancelled after purchase in the open market or because of payment at, or redemption prior to, maturity.

"Paying Agent" shall mean for each Series of Bonds, the paying agent appointed by the Issuer for such Series of Bonds and its successor or assigns, if any.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, governmental entity or other legal entity.

"Pledged Funds" shall mean (1) the Stormwater Improvement Assessment Revenues, and (2) until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the funds, accounts and subaccounts (other than the Rebate Fund) established hereunder.

"Policy Costs" shall mean, collectively, the repayment of draws, reasonable expenses and interest related to a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit.

"Prerefunded Obligations" shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (A) not callable prior to maturity or (B) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund held by a fiduciary consisting only of cash or Federal Securities, secured in substantially the manner set forth in Section 9.01 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Federal Securities, which have been deposited in such fund along with any cash on deposit in such fund are sufficient, as verified by an independent certified public accountant or other expert in such matters, to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (1) above and are not available to satisfy any other claims, including those against the fiduciary holding the same, and (4) which are rated in the highest rating category (without regard to gradations, such as "+" or "-" or "1, 2 or 3" of such categories) of one of the Rating Agencies.

"Principal Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.05(B) hereof.

"Principal Date" or "principal payment date" shall be such date or dates for the payment of principal on the Bonds as provided pursuant to Section 2.01 hereof and by Supplemental Resolution.

"Project" shall mean those stormwater capital improvements generally described in Section 21-4 of the Stormwater Code Provisions and more particularly described for the Central and Lower Basin Improvement Area in Appendix B to the Initial Assessment Resolution, as the same may be amended and supplemented from time to time in accordance with the Stormwater Code Provisions and the Assessment Resolutions.

"Qualified Hedge Agreement" shall mean a Hedge Agreement with a Counterparty that at the time it enters into such Hedge Agreement is rated "A-" or better by Standard & Poor's and "A3" or better by Moody's.

"Rating Agencies" means Fitch, Moody's and Standard & Poor's.

"Rebate Fund" shall mean the Rebate Fund established pursuant to Section 4.05(C) hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Refunding Securities" shall mean Federal Securities and Prerefunded Obligations.

"Registrar" shall mean for each Series of Bonds, the bond registrar appointed by the Issuer for such Series of Bonds and its successor or assigns, if any.

"Reserve Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.05(B) hereof.

"Reserve Account Insurance Policy" shall mean the insurance policy deposited in the Reserve Account in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.06(A)(4).

"Reserve Account Letter of Credit" shall mean a letter of credit or line of credit or other credit facility (other than a Reserve Account Insurance Policy) deposited in the Reserve Account in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.06(A)(4) hereof.

"Reserve Account Requirement" shall mean, as of any date of calculation for the Reserve Account or subaccount therein, an amount equal to the lesser of (1) Maximum Annual Debt Service for all Outstanding Bonds secured thereby, (2) 125% of the average Annual Debt Service for all Outstanding Bonds secured thereby, or (3) the maximum amount of Bond proceeds which may be deposited to the Reserve Account without subjecting the same to yield restriction under the Code, or causing interest on any of the Bonds secured thereby (other than Taxable Bonds) to be included in gross income for purposes of federal income taxation or otherwise violating applicable provisions of

the Code; provided, however, the Issuer may establish pursuant to the provisions of a Supplemental Resolution a different Reserve Account Requirement with respect to any particular Series of Bonds pursuant to Section 4.06(A)(4) hereof, which Reserve Account Requirement may be \$0.00. In computing the Reserve Account Requirement in respect of a Series of Bonds that constitutes Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be (A) if such Variable Rate Bonds have been Outstanding for at least 12 months prior to the date of calculation, the highest of (i) the actual rate of interest on the date of calculation, (ii) the average interest rate borne by such Variable Rate Bonds for the 12-month period immediately preceding each date of calculation, and (iii) the Bond Buyer Revenue Bond Index most recently published prior to the time of calculation, and (B) if such Variable Rate Bonds have not been Outstanding for at least 12 months prior to the date of calculation, the higher of (i) the actual rate of interest on the date of calculation, and (ii) the Bond Buyer Revenue Bond Index most recently published prior to the time of calculation. The Reserve Account Requirement shall be calculated as of September 30 of each year with respect to the next succeeding Fiscal Year.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Revenue Fund" shall mean the fund created pursuant to Section 4.05(A) hereof.

"Serial Bonds" shall mean all of the Bonds other than the Term Bonds.

"Series" shall mean all the Bonds delivered on original issuance in a simultaneous transaction and identified pursuant to Section 2.01 hereof or a Supplemental Resolution authorizing the issuance by the Issuer of such Bonds as a separate Series, regardless of variations in maturity, interest rate, Amortization Installments or other provisions.

"Standard and Poor's" or **"S&P"** shall mean S&P Global Ratings, a business of Standard & Poor's Financial Services LLC, and any assigns and successors thereto.

"State" shall mean the State of Florida.

"Stormwater Code Provisions" shall mean Chapter 21 of the City of Tampa Code, as the same may be amended from time to time.

"Stormwater Improvement Assessment Revenues" shall mean the proceeds of the Assessments lawfully received by the Issuer, including Delinquent Assessments and the interest and penalties on such Assessments.

"Subordinated Indebtedness" shall mean that indebtedness of the Issuer, subordinate and junior to the Bonds, issued in accordance with the provisions of Section 6.01 hereof or deemed subordinate and junior to the Bonds in accordance with the

provisions hereof or in accordance with the provisions of such Subordinated Indebtedness.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution enacted and becoming effective in accordance with the terms of Sections 8.01, 8.02 and 8.03 hereof.

"Surplus Fund" shall mean the fund created pursuant to Section 4.05(D) hereof.

"System" shall mean the Issuer's stormwater utility system including any and all stormwater collection, transmission and distribution facilities now owned or hereafter owned by the Issuer, which System shall also include any and all improvements, extensions and additions thereto hereafter constructed or acquired either from the proceeds of Bonds or from any other sources, together with all property, real or personal, tangible or intangible, now or hereafter owned or used in connection therewith, including all contractual rights, rights to capacity and obligations or undertakings associated therewith.

"Taxable Bonds" means any Bond, other than Federal Subsidy Bonds, which states, in the body thereof, that the interest income thereon is includable in the gross income of the Holder thereof for federal income taxation purposes or that such interest is subject to federal income taxation. Except as otherwise provided herein, Taxable Bonds shall not include Federal Subsidy Bonds.

"Term Bonds" shall mean those Bonds which shall be designated as Term Bonds hereby or by Supplemental Resolution of the Issuer.

"Variable Rate Bonds" shall mean Bonds issued with a variable, adjustable, convertible or other similar rate which is not fixed in percentage for the entire term thereof at the date of issue.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act. The Issuer has ascertained and hereby determined that adoption of this Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of

the Issuer in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the Issuer herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the Issuer.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds, and shall be deemed to be and shall constitute a contract between the Issuer, the Holders from time to time of the Bonds and any Insurer or Credit Bank. The pledge made in the Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds and any Insurer or Credit Bank, but only to the extent and in accordance with the terms hereof. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The Issuer has heretofore determined that it is necessary and in the best interests of the health, safety and welfare of the Issuer and its inhabitants that the Issuer own, operate, maintain, improve, manage and expand the System.

(B) It is necessary and desirable and in the best interests of the Issuer to borrow moneys from time to time to improve and expand the System within the Central and Lower Basin Improvement Area and to refinance certain indebtedness related to the System.

(C) The Bonds issued hereunder shall be secured by the Pledged Funds as provided herein and such Pledged Funds have not previously been pledged or encumbered.

(D) The estimated Stormwater Improvement Assessment Revenues to be derived in each year hereafter are expected to be sufficient to pay all of the fees and expenses of the Paying Agents, any expenses incurred in connection with the levy and collection of the Assessments and other administrative expenses relating to the Bonds or the Assessments, the principal of and interest on the Bonds and Subordinated Indebtedness, as the same become due and payable, and all other payments provided for in this Resolution.

(E) The principal of and interest on the Bonds and Subordinated Indebtedness and all other payments provided for in this Resolution will be paid solely from the

Pledged Funds in accordance with the terms hereof; and the ad valorem taxing power of the Issuer will never be necessary or authorized to pay the principal of and interest on the Bonds and Subordinated Indebtedness, or to make any other payments provided for in this Resolution, and neither the Bonds nor any Subordinated Indebtedness shall constitute a lien upon the System or upon any other property whatsoever of or in the Issuer.

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ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01. AUTHORIZATION OF BONDS. This Resolution creates an issue of Bonds of the Issuer to be designated as "City of Tampa, Florida Special Assessment Revenue Bonds (Central and Lower Basin Stormwater Improvements)" which may be issued in one or more Series as hereinafter provided. The aggregate principal amount of the Bonds which may be executed and delivered under this Resolution is not limited except as is or may hereafter be provided in this Resolution or as limited by the Act.

The Bonds may, if and when authorized by the Issuer pursuant to this Resolution, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

The Bonds shall be issued for such purpose or purposes; shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined by Supplemental Resolution of the Issuer.

The Bonds shall be issued in such denominations and such form, whether coupon or registered; shall be dated such date; shall bear such numbers; shall be payable in such manner and at such place or places; shall contain such redemption provisions; shall have such Paying Agents and Registrars; shall mature in such years and amounts; shall bear interest at such rates, shall have such Interest Dates and Principal Dates and the proceeds shall be used in such manner; all as determined or provided for by Supplemental Resolution of the Issuer. The Issuer may issue Bonds which may be secured by a Credit Facility or by a Bond Insurance Policy all as shall be determined by Supplemental Resolution of the Issuer. All other terms and provisions with respect to any Series of Bonds shall be determined in accordance with a Supplemental Resolution. The Governing Body may delegate approval of the terms, details and sale of a Series of Bonds to an Authorized Issuer Officer pursuant to a Supplemental Resolution.

SECTION 2.02. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Mayor, the manual or facsimile countersignature of the Chief Financial Officer, and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the City Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually

sold and delivered such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.03. AUTHENTICATION. No Bond of any Series shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.07 hereof.

SECTION 2.04. TEMPORARY BONDS. Until the definitive Bonds of any Series are prepared, the Issuer may execute, in the same manner as is provided in Section 2.02, and deliver, upon authentication by the Registrar pursuant to Section 2.03 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by subsequent resolution and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Registrar.

SECTION 2.05. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the

Holder furnishing the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered shall be cancelled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.05 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Bonds issued hereunder.

SECTION 2.06. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same Series and maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any

Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to any Series of Bonds, forthwith (A) following the fifteenth day prior to an Interest Date for such Series; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds of such Series; and (C) at any other time as reasonably requested by the Paying Agent of such Series, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check to the Holder entitled thereto or may, in lieu thereof, upon the request of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and deliver Bonds and the Registrar shall authenticate such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Mayor and City Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Series of which such Bonds are a part. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be cancelled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds of any Series during the 15 days next preceding an Interest Date on the Bonds of such Series (other than Capital Appreciation Bonds and Variable Rate Bonds), or, in the case of any proposed redemption of Bonds of such Series, then, for the Bonds subject to redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

The Issuer may elect to issue any Bonds as uncertificated registered public obligations (not represented by instruments), commonly known as book-entry obligations, provided it shall establish a system of registration therefor by Supplemental Resolution.

SECTION 2.07. FORM OF BONDS. The text of the Bonds, except for Capital Appreciation Bonds and Variable Rate Bonds, the form of which shall be provided by Supplemental Resolution of the Issuer, shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Mayor prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by such officer's execution of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

No. R-

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF TAMPA, FLORIDA
SPECIAL ASSESSMENT REVENUE BOND
(CENTRAL AND LOWER BASIN STORMWATER IMPROVEMENTS),
SERIES**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
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Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that City of Tampa, Florida, a political subdivision of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on _____ and _____ of each year commencing _____ until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this Bond, are payable at the designated corporate trust office of _____, _____, _____, as Paying Agent. Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by _____, _____, _____, as Registrar, at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month

next preceding each interest payment date and shall be paid by a check or draft of such Paying Agent mailed to such Registered Holder at the address appearing on such registration books or, at the request of such Registered Holder, by wire transfer for the account of such Holder. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of \$_____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination, number and CUSIP, issued to finance various stormwater capital improvements within the Central and Lower Basin Improvement Area, in and for the Issuer, under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 166, Florida Statutes, the Charter of the Issuer, Chapter 21 of the City of Tampa Code and other applicable provisions of law (the "Act"), and Resolution No. _____, adopted by the City Council of the City of Tampa, Florida (the "Issuer") on March 1, 2018, as supplemented, particularly as supplemented by Resolution No. _____, adopted by the Council on March 1, 2018 (collectively, the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Bond and the interest hereon are payable solely from and secured by a lien upon and a pledge of (1) the Stormwater Improvement Assessment Revenues (as defined in the Resolution), and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts (other than the Rebate Fund (as defined in the Resolution)) established thereunder, all in the manner and to the extent provided in the Resolution and subject in each case to the application thereof for the purposes and on the conditions permitted by the Resolution (collectively, the "Pledged Funds").

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS BOND THAT THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS BOND AND THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, TO THE PAYMENT OF SUCH PRINCIPAL, PREMIUM, IF ANY, AND INTEREST. THIS BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON THE SYSTEM OR ANY PORTION THEREOF OF ANY OTHER PROPERTY OF THE ISSUER, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE SOLELY FROM, THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT PROVIDED IN THE RESOLUTION. THE ISSUER MAY ISSUE

ADDITIONAL OBLIGATIONS ON PARITY WITH THE BONDS IN ACCORDANCE WITH THE TERMS OF THE RESOLUTION.

[The Issuer has established a book-entry system of registration for the Bonds. Except as specifically provided otherwise in the Resolution, an agent will hold this Bond on behalf of the beneficial owner thereof. By acceptance of a confirmation of purchase, delivery or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement.]

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denomination of [\$5,000 and any integral multiple thereof,] not exceeding the aggregate principal amount of the Bonds. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer shall not be obligated to make any exchange or transfer of the Bonds during the 15 days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, then, for the Bonds subject to such redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption.

(INSERT REDEMPTION PROVISIONS)

Redemption of this Bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail sent at least 30 days prior to the redemption date to the Registered Holder hereof at the address shown on the registration books maintained by the Registrar; provided, however, that failure to mail notice to the Registered Holder hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of other Bonds as to which no such failure or defect has occurred. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this Bond in exchange for one or more Bonds in an aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

[As long as the book-entry only system is used for determining beneficial ownership of the Bonds, notice of redemption will only be sent to Cede & Co. Cede & Co. will be responsible for notifying the DTC Participants, who will in turn be responsible for notifying the beneficial owners of the Bonds. Any failure of Cede & Co.

to notify any DTC Participant, or of any DTC Participant to notify the beneficial owner of any such notice, will not affect the validity of the redemption of the Bonds.]

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Bond, the nature, manner and extent of enforcement of such pledge and covenants, and the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the members of the City Council of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

[This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Thirteenth Judicial Circuit of Florida in and for Hillsborough County, Florida, rendered on _____, _____.]

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Tampa, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Chief Financial Officer and attested by the manual or facsimile signature of the City Clerk of the City of Tampa, Florida, and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of Date of Original Issue.

CITY OF TAMPA, FLORIDA

(SEAL)

Mayor

Countersigned:

Chief Financial Officer

ATTEST:

City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

Registrar

By: _____
Authorized Officer

[Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by the authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of
survivorship and not as tenants
in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfers to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

ARTICLE III REDEMPTION OF BONDS

SECTION 3.01. PRIVILEGE OF REDEMPTION. The terms of this Article III shall apply to redemption of Bonds other than Capital Appreciation Bonds or Variable Rate Bonds. The terms and provisions relating to redemption of Capital Appreciation Bonds and Variable Rate Bonds shall be provided by Supplemental Resolution. The provisions of this Article III may also be modified pursuant to Supplemental Resolution to accommodate any redemption provisions with respect to Federal Subsidy Bonds.

SECTION 3.02. SELECTION OF BONDS TO BE REDEEMED. The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. The Issuer shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed and, if less than all of the Outstanding Bonds are to be redeemed, the particular maturities and portions thereof to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than 45 days and not less than 35 days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof. If less than all of a Term Bond is to be redeemed the aggregate principal amount to be redeemed shall be allocated to the Amortization Installments on a pro-rata basis unless the Issuer, in its discretion, designates a different allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.03. NOTICE OF REDEMPTION. Notice of such redemption, which shall specify the Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the Issuer, and (A) shall be filed with the Paying Agents of such Bonds, (B) shall be mailed first class, postage prepaid, not less than 30 days nor more than 45 days prior to the redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of the date of mailing of such notice, and (C) shall be mailed, certified mail, postage prepaid, at least 30 days prior to the redemption date to the registered securities depositories and one or more nationally

recognized municipal bond information services as hereinafter provided in this Section 3.03. Failure to mail such notice to such depositories or services or the Holders of the Bonds to be redeemed, or any defect therein, shall not affect the proceedings for redemption of Bonds as to which no such failure or defect has occurred. Such notice shall also be mailed to the Insurer or Credit Bank, if any, of such redeemed Bonds. Failure of any Holder to receive any notice mailed as herein provided shall not affect the proceedings for redemption of such Holder's Bonds. Notice of optional redemption of Bonds shall only be sent if the Issuer reasonably determines it shall have sufficient funds available to pay the Redemption Price of and interest on the Bonds called for redemption on the redemption date.

Each notice of redemption shall state: (1) the CUSIP numbers and any other distinguishing number or letter of all Bonds being redeemed, (2) the original issue date of such Bonds, (3) the maturity date and rate of interest borne by each Bond being redeemed, (4) the redemption date, (5) the Redemption Price, (6) the date on which such notice is mailed, (7) if less than all Outstanding Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed, (8) that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable, (9) that the Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar at an address specified, (10) the name and telephone number of a person designated by the Registrar to be responsible for such redemption, (11) unless sufficient funds have been set aside by the Issuer for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption, and (12) any other conditions that must be satisfied prior to such redemption.

In addition to the mailing of the notice described above, each notice of redemption and payment of the Redemption Price shall meet the following requirements; provided, however, the failure to provide such further notice of redemption or to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above:

(A) Each further notice of redemption shall be sent by certified mail or overnight delivery service or telecopy to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services which disseminate notices of prepayment or redemption of obligations such as the Bonds.

(B) Each further notice of redemption shall be sent to such other Person, if any, as shall be required by applicable law or regulation.

The Issuer may provide that a redemption may be contingent upon the occurrence of certain condition(s) and that if such condition(s) do not occur the notice of redemption will be rescinded, provided notice of rescission shall be mailed in the manner described above to all affected Bondholders as soon as practicable.

SECTION 3.04. REDEMPTION OF PORTIONS OF BONDS. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of any authorized denomination, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 3.05. PAYMENT OF REDEEMED BONDS. Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued.

SECTION 3.06. PURCHASE IN LIEU OF OPTIONAL REDEMPTION. Notwithstanding anything in this Resolution to the contrary, at any time the Bonds are subject to optional redemption pursuant to this Resolution, all or a portion of the Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Paying Agent, as trustee, at the direction of the Issuer, on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such Bonds on the redemption date for the account of and at the direction of the Issuer who shall give the Paying Agent, as trustee, notice at least ten days prior to the scheduled redemption date accompanied by an opinion of Bond Counsel to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such Bonds or any other Outstanding Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Bonds in lieu of optional redemption, no notice to the holders of the Bonds to be so purchased (other than the notice of redemption otherwise required under this Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would

have been used to pay the redemption price for such Bonds if such Bonds had been redeemed rather than purchased. Each Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Issuer. Bonds to be purchased under this Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former holder thereof on the purchase date.

[Remainder of page intentionally left blank]

ARTICLE IV
SECURITY; FUNDS AND ACCOUNTS; APPLICATION OF STORMWATER
IMPROVEMENT ASSESSMENT REVENUES

SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Funds, in the manner and to the extent provided in this Resolution. No Holder of any Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond, or be entitled to payment of such Bond from any moneys of the Issuer except from the Pledged Funds in the manner and to the extent provided herein. The Bonds and the obligations evidenced thereby shall not constitute a lien upon the System or any other property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds.

SECTION 4.02. SECURITY FOR BONDS. The payment of the principal of or Redemption Price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds; provided, however, a Series of Bonds may be further secured by a Credit Facility or Bond Insurance Policy in addition to the security provided herein; and provided further that a Series of Bonds may be secured independently of any other Series of Bonds by the establishment of a separate subaccount in the Reserve Account for such Series of Bonds or by not being secured in any manner by the Reserve Account as provided in a Supplemental Resolution. Issuers of a Reserve Account Insurance Policy or Reserve Account Letter of Credit shall be secured in accordance with the provisions hereof. In addition, the Issuer does hereby irrevocably pledge and grant a lien upon the Pledged Funds to the payment of the Policy Costs in accordance with the provisions hereof; provided, however, such pledge and lien shall be junior and subordinate in all respects to the pledge of and lien upon such Pledged Funds granted hereby to the Bondholders. The Issuer does hereby irrevocably pledge the Pledged Funds to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds in accordance with the provisions hereof. Except as otherwise provided by Supplemental Resolution, the obligation of the Issuer to make Hedge Payments to a Counterparty pursuant to a Qualified Hedge Agreement shall be on parity with the Bonds as to lien on and pledge of the Pledged Funds in accordance with the terms hereof (any other payments related to a Qualified Hedge Agreement, including fees, penalties, termination payments and the obligation to collateralize, shall be Subordinated Indebtedness of the Issuer).

The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 4.03. SEPARATE ACCOUNTS. The moneys required to be accounted for in each of the funds, accounts and subaccounts established in this Resolution, particularly those described in this Article IV, may be deposited in a single bank account, and funds allocated to the various funds, accounts and subaccounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds, accounts and subaccounts as herein provided.

The designation and establishment of the various funds, accounts and subaccounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

SECTION 4.04. CONSTRUCTION FUND. The Issuer covenants and agrees to establish a special fund to be known as the "City of Tampa, Florida Special Assessment Revenue Bonds (Central and Lower Basin Stormwater Improvements) Construction Fund," which shall be used only for payment of Costs of the Project. Moneys in the Construction Fund, until applied in payment of any item of the Costs of the Project in the manner hereinafter provided, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this Resolution, and there may be paid into the Construction Fund, at the option of the Issuer, any moneys received for or in connection with the Project by the Issuer from any other source.

The proceeds of insurance maintained pursuant to this Resolution against physical loss of or damage to the Project, or of contractors' performance bonds with respect thereto pertaining to the period of construction thereof, shall be deposited into the Construction Fund.

Any moneys received by the Issuer from the State or from the United States of America or any agencies thereof for the purpose of financing part of the Cost of the Project shall be deposited into the Construction Fund and used in the same manner as other Bond proceeds are used therein; provided that separate accounts or subaccounts may be established in the Construction Fund for moneys received pursuant to the provisions of this paragraph whenever required by Federal or State law.

The Issuer covenants that the acquisition, construction and installation of the Project will be completed without delay and in accordance with sound engineering practices. The Issuer shall make disbursements or payments from the Construction Fund

to pay Costs of the Project, except as provided below. The Issuer shall keep records of such disbursements and payments and shall retain all such records for such period of time as required by applicable law. The Issuer shall make available the records at all reasonable times for inspection by any Holder of any of the Bonds or the agent or representative of any Holder of any of the Bonds.

Notwithstanding any of the other provisions of this Section 4.04, to the extent that other moneys are not available therefor, amounts in the Construction Fund shall be applied to the payment of principal and interest on the Bonds.

The date of completion of the acquisition, construction and equipping of the Project or the portion thereof that was financed with Bond proceeds shall be documented by an Authorized Issuer Officer or the City Clerk in the appropriate records of the Issuer. Promptly after the date of such completion and after paying or making provision for the payment of all unpaid items of the Cost of such Project, the Issuer shall apply in the following order of priority any balance of moneys remaining in an account in the Construction Fund in (A) to any other portion of the Project that was funded with another Series of Bonds for which an Authorized Issuer Officer has determined that there are insufficient moneys present to pay the Cost of such portion, (B) the Reserve Account, to the extent of a deficiency therein, and (C) such other fund or account established hereunder as shall be determined by the Issuer or for any other lawful purpose of the System, provided the Issuer has received the prior approval of Bond Counsel to the effect that such transfer shall not adversely affect the exclusion, if any, of interest on the Bonds (other than Taxable Bonds) from gross income for purposes of Federal income taxation or shall not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds.

SECTION 4.05. CREATION OF FUNDS AND ACCOUNTS. The Issuer covenants and agrees to establish the following funds and accounts:

(A) The "City of Tampa, Florida Special Assessment Revenue Bonds (Central and Lower Basin Stormwater Improvements) Revenue Fund." The Issuer shall maintain two separate accounts in the Revenue Fund: the "Assessment Account" and the "Expense Account."

(B) The "City of Tampa, Florida Special Assessment Revenue Bonds (Central and Lower Basin Stormwater Improvements) Debt Service Fund." The Issuer shall maintain three separate accounts in the Debt Service Fund: the "Interest Account," the "Principal Account" and the "Reserve Account."

(C) The "City of Tampa, Florida Special Assessment Revenue Bonds (Central and Lower Basin Stormwater Improvements) Rebate Fund."

(D) The "City of Tampa, Florida Special Assessment Revenue Bonds (Central and Lower Basin Stormwater Improvements) Surplus Fund."

Moneys in the aforementioned funds and accounts (except for moneys in the Rebate Fund), until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders, to the extent and in the manner provided herein.

The Issuer may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Bondholders, any one or more of the funds and accounts established hereby. Such depositary or depositaries shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds or accounts as herein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees. Any such depositary shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and be qualified under applicable State law.

Notwithstanding the foregoing, none of the aforementioned funds and accounts are required to be established prior to the time any such fund or account is required to be funded or otherwise utilized hereunder.

SECTION 4.06. FLOW OF FUNDS. (A) All Stormwater Improvement Assessment Revenues shall be deposited, as received, into the Assessment Account of the Revenue Fund. Promptly upon receipt of moneys in the Assessment Account, the Issuer shall apply such moneys in the following manner and in the following order of priority:

(1) Expense Account. The Issuer shall deposit into the Expense Account, amounts required for the payment or reimbursement of the Paying Agent's fees and expenses, any expenses incurred in connection with the levy or collection of the Assessments, including but not limited to Delinquent Assessments, and other administrative expenses relating to the Bonds or the Assessments; all such fees and expenses shall be limited to reasonable fees and expenses. Moneys on deposit in the Expense Account shall also be used to pay principal of and interest on the Bonds (whether at maturity or by redemption) in the event there is a deficiency in the Principal or Interest Accounts and the funds in the Reserve Account are insufficient to make up such deficiency.

(2) Interest Account. The Issuer shall deposit or credit to the Interest Account of the Debt Service Fund the sum which, together with the balance in said Account, shall equal the interest on all Outstanding Bonds due or to become due during the current Fiscal Year. All Hedge Receipts and Federal Subsidy Payments shall be deposited directly to the Interest Account upon receipt. With respect to interest on Bonds which have corresponding Hedge Payments, interest on such Bonds during the term of the

Qualified Hedge Agreement shall also be deemed to include the corresponding Hedge Payments. Moneys in the Interest Account shall be applied by the Issuer (a) for deposit with the Paying Agents to pay the interest on the Bonds on or prior to the date the same shall become due and (b) for Hedge Payments. Any Federal Subsidy Payments deposited to the Interest Account shall be deemed to have been applied to the payment of interest on the Federal Subsidy Bonds to which such Payments relate. The Issuer shall adjust the amount of the deposit to the Interest Account not later than a month immediately preceding any Interest Date so as to provide sufficient moneys in the Interest Account to pay the interest on the Bonds coming due on such Interest Date. No further deposit need be made to the Interest Account when the moneys therein are equal to the interest coming due on the Outstanding Bonds on the next succeeding Interest Date. With respect to debt service on any Bonds which are subject to a Qualified Hedge Agreement, any Hedge Payments due to the Counterparty to the Qualified Hedge Agreement relating to such Bonds shall be paid to such Counterparty on a parity basis with the aforesaid required payments into the Debt Service Fund. In computing the interest on Variable Rate Bonds which shall accrue during a calendar month, the interest rate on such Variable Rate Bonds shall be assumed to be (A) if such Variable Rate Bonds have been Outstanding for at least 24 months prior to the commencement of such calendar month, the highest average interest rate borne by such Variable Rate Bonds for any 30-day period, and (B) if such Variable Rate Bonds have not been Outstanding for at least 24 months prior to the date of calculation, the Bond Buyer Revenue Bond Index most recently published prior to the commencement of such calendar month.

If, on the date two Business Days prior to a Principal Date, moneys in the Principal Account are insufficient to pay the principal of or Amortization Installment due on such Principal Date, the Issuer shall transfer from the Interest Account to the Principal Account such moneys in excess of the amount required to pay interest on the Bonds on such Date as shall be needed to cure such deficiency.

(3) Principal Account. The Issuer shall deposit or credit to the Principal Account of the Debt Service Fund the sum which, together with the balance in said Account, shall equal the principal or Amortization Installment due or to become due on the Outstanding Bonds on the next subsequent Principal Date which shall be not greater than one year from the date such deposit shall be made to the Principal Account. Moneys in the Principal Account shall be used for the payment of principal of or Amortization Installment on the Bonds when the same become due and payable. In the event the Issuer shall determine that any moneys in the Principal Account shall not be required to pay the principal of Bonds coming due on the next subsequent Principal Date because such Bonds have been or shall be redeemed, the Issuer shall transfer such moneys to the Revenue Fund.

Amounts accumulated in the Principal Account with respect to any Amortization Installment (together with amounts accumulated in the Interest Account with respect to

interest, if any, on the Term Bonds for which such Amortization Installment was established) may be applied by the Issuer, on or prior to the 35th day preceding the due date of such Amortization Installment, (a) to the purchase of Term Bonds of the maturity for which such Amortization Installment was established at a price not exceeding par plus accrued interest, or (b) to the redemption at the applicable Redemption Prices of such Term Bonds, if then redeemable by their terms at a price not exceeding par plus accrued interest. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Principal Account until such Amortization Installment date, for the purposes of calculating the amount of such Account. As soon as practicable after the 35th day preceding the due date of any Amortization Installment, the Issuer shall proceed to call for redemption on such due date, by causing notice to be given as provided in Section 3.03 hereof, Term Bonds of the maturity for which such Amortization Installment was established (except in the case of Term Bonds maturing on an Amortization Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Amortization Installment. The Issuer shall pay out of the Principal Account and the Interest Account to the appropriate Paying Agent, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Term Bonds shall be paid by the Issuer from the Expense Account.

(4) Reserve Account. There shall be deposited to the Reserve Account an amount which would enable the Issuer to restore the funds on deposit in the Reserve Account to an amount equal to the Reserve Account Requirement applicable thereto. All deficiencies in the Reserve Account must be made up no later than 12 months from the date such deficiency first occurred, whether such shortfall was caused by an increase in the applicable Reserve Account Requirement, a decrease in the aggregate market value of the investments therein of more than 5% or withdrawal (whether from cash or a Reserve Account Insurance Policy or Reserve Account Letter of Credit). On or prior to each Principal Date and Interest Date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Reserve Account shall be applied by the Issuer to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds to the extent moneys in the Interest Account and the Principal Account shall be insufficient for such purpose, but only to the extent the moneys transferred from the Surplus Fund for such purposes pursuant to Section 4.06(A)(5) hereof shall be inadequate to fully provide for such insufficiency. Whenever there shall be surplus moneys in the Reserve Account by reason of a decrease in the Reserve Account Requirement or as a result of a deposit in the Reserve Account of a Reserve Account Letter of Credit or a Reserve Account Insurance Policy, such surplus moneys, to the extent practicable, shall be deposited by the Issuer into the Revenue Fund or the Surplus Fund and applied as directed by Bond Counsel. The Issuer shall promptly

inform each Insurer and Credit Bank of any draw upon the Reserve Account for purposes of paying the principal of and interest on the Bonds.

Upon the issuance of any Series of Bonds under the terms, limitations and conditions as herein provided, the Issuer shall fund the Reserve Account in an amount at least equal to the applicable Reserve Account Requirement to the extent such Series of Bonds are to be secured by the Reserve Account or any subaccount therein; provided, however, nothing herein shall be construed to require the Issuer to fund the Reserve Account or any subaccount for any Series of Bonds. Upon the adoption of the Supplemental Resolution authorizing the issuance of a Series of Bonds, the Issuer shall determine whether such Series of Bonds shall be secured by the Reserve Account or any subaccount therein and, if the Issuer determines that the Series of Bonds will be secured by a separate subaccount therein, the Issuer shall also establish the Reserve Account Requirement applicable thereto. Such required amount, if any, shall be paid in full or in part from the proceeds of such Series of Bonds or may be accumulated in equal monthly payments to the Reserve Account or subaccount therein over a period of months from the date of issuance of such Series of Bonds, which shall not exceed 36 months.

Notwithstanding the foregoing provisions, in lieu of or in substitution of any required deposits into the Reserve Account, the Issuer may cause to be deposited into the Reserve Account a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for the benefit of the Bondholders in an amount equal to the difference between the Reserve Account Requirement applicable thereto and the sums then on deposit in the Reserve Account, if any. The Issuer may also substitute a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for cash on deposit in the Reserve Account upon compliance with the terms of this Section 4.06(A)(4). Such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall be payable to the Paying Agent (upon the giving of notice as required thereunder) on any Interest Date or Principal Date on which a deficiency exists which cannot be cured by moneys in any other fund or account held pursuant to this Resolution and available for such purpose. Upon the initial deposit of any such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit, the provider thereof shall be either (a) an insurer whose municipal bond insurance policies insuring the payment, when due, or the principal of and interest on municipal bond issues results in such issues being rated in one of the three highest rating categories by at least two of the three Rating Agencies (without regard to gradations, such as "plus" or "minus" or "1," "2" or "3"), or (b) a commercial bank, insurance company or other financial institution which has been assigned a rating in one of the two highest rating categories by at least one of the three Rating Agencies (without regard to gradations, such as "plus" or "minus" or "1," "2" or "3"). Any Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall equally secure all Bonds secured by the Reserve Account or subaccount into which such Policy or Letter of Credit is deposited.

Each Reserve Account Insurance Policy and Reserve Account Letter of Credit shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the provider of the Reserve Account Insurance Policy or Reserve Account Letter of Credit to reimbursement will be subordinated to cash replenishment of the Reserve Account to an amount equal to the difference between the full original amount available under the Reserve Account Insurance Policy or Reserve Account Letter of Credit and the amount then available for further draws or claims. If (a) the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit becomes insolvent or (b) the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit defaults in its payment obligations thereunder or (c) the rating of the provider of a Reserve Account Insurance Policy falls below a rating of "A-" or "A3" by all of the Rating Agencies then rating such provider or (d) the rating of the provider of a Reserve Account Letter of Credit falls below a rating of "AA-" or "Aa3" by at least two of the three Rating Agencies, the obligation to reimburse the provider of the Reserve Account Insurance Policy or Reserve Account Letter of Credit shall be subordinate to the cash replenishment of the Reserve Account. Where applicable, the amount available for draws or claims under a Reserve Account Insurance Policy or Reserve Account Letter of Credit may be reduced by the amount of cash or investments deposited in the Reserve Account pursuant to the provisions hereof.

If the revolving reinstatement feature described in the preceding paragraph is suspended or terminated or if the Reserve Account Insurance Policy or Reserve Account Letter of Credit is no longer valid and enforceable, the Issuer shall either (i) deposit into the Reserve Account an amount sufficient to cause the cash or investments on deposit in the Reserve Account or applicable subaccount to equal the Reserve Account Requirement on all Outstanding Bonds then secured by such Reserve Account or subaccount, such amount to be paid over the ensuing five years in equal installments deposited at least semi-annually or (ii) replace such instrument with a Reserve Account Insurance Policy or a Reserve Account Letter of Credit meeting the requirements described herein within six months of such occurrence.

If three days prior to an interest or principal payment date, or such other period of time as shall be required by the terms of the Reserve Account Insurance Policy or Reserve Account Letter of Credit, the Issuer shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest and/or principal due on the Bonds on such date, the Issuer shall immediately notify (a) the issuer of the applicable Reserve Account Insurance Policy and/or the issuer of the Reserve Account Letter of Credit and submit a demand for payment pursuant to the provisions of such Reserve Account Insurance Policy and/or the Reserve Account Letter of Credit, (b) the Paying Agent, and (c) the Insurer or Credit Bank, if any, of the amount of such deficiency and the date on which such payment is due.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Account Letter of Credit or Reserve Account Insurance Policy by executing and delivering to such issuer a promissory note or other evidence therefor; provided, however, any such note or evidence (a) shall not be a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (b) shall be payable solely from the Pledged Funds in the manner provided herein. The obligation to reimburse the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit for any Policy Costs shall be subordinate to the payment of debt service on the Bonds.

Any consent or approval of any Insurer described in this Section 4.06(A)(4) shall be required only so long as there are Outstanding Bonds secured by a Bond Insurance Policy issued by such Insurer which is in full force and effect and the commitments of which have been honored by such Insurer. The term "Paying Agent" as used in this Section 4.06(A)(4) may include one or more Paying Agents for the Outstanding Bonds.

Whenever the amount of cash in the Reserve Account, together with the other amounts in the Debt Service Fund, are sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal or applicable Redemption Price and interest thereon), the funds on deposit in the Reserve Account may be transferred to the other Accounts of the Debt Service Fund for the payment of the Bonds.

The Issuer may also establish a separate subaccount in the Reserve Account for any Series of Bonds and provide a pledge of such subaccount to the payment of such Series of Bonds apart from the pledge provided herein. To the extent a Series of Bonds is secured separately by a subaccount of the Reserve Account, the Holders of such Bonds shall not be secured by any other moneys in the Reserve Account. Moneys in a separate subaccount of the Reserve Account shall be maintained at the Reserve Account Requirement applicable to such Series of Bonds secured by the subaccount; provided the Supplemental Resolution authorizing such Series of Bonds may establish the Reserve Account Requirement relating to such separate subaccount of the Reserve Account at such level as the Issuer deems appropriate. In the event the Issuer by Supplemental Resolution establishes the Reserve Account Requirement for a particular Series of Bonds to be zero (0.00) or it shall determine that such Series are not to be secured in any manner by the Reserve Account or a subaccount, then it shall not be required to establish a separate subaccount; provided, however, such Series of Bonds shall have no lien on or pledge of any moneys on deposit in the Reserve Account. Moneys used to replenish the Reserve Account shall be deposited in the separate subaccounts in the Reserve Account and in the Reserve Account on a pro-rata basis. In the event the Issuer shall maintain a Reserve Account Insurance Policy or Reserve Account Letter of Credit and moneys in the Reserve Account or any subaccount therein, the moneys shall be used prior to making any disbursements under such Reserve Account Insurance Policy or Reserve Account Letter of Credit.

(5) Surplus Fund. The balance of any Stormwater Improvement Assessment Revenues remaining in said Revenue Fund shall be deposited in the Surplus Fund and applied to the payment, on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), into the Interest Account and the Principal Account when the moneys therein shall be insufficient to pay the principal of and interest on the Bonds coming due. Moneys not required to meet such a deficiency shall be deposited to the Reserve Account to make up any deficiency therein, and thereafter to the Rebate Fund to the extent moneys are required to be deposited therein. Thereafter, moneys in the Surplus Fund may be applied for any lawful purpose relating to the System, including, but not limited to, purchase or redemption of Bonds, payment of Subordinated Indebtedness, payment of other obligations incurred with respect to the System; provided, however, that none of such revenues shall ever be used for the purposes provided in this Section 4.06(A)(5) unless all payments required in Sections 4.06(A)(1) through 4.06(A)(4) hereof, including any deficiencies for prior payments, have been made in full to the date of such use.

(B) On or before the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds, the Issuer shall withdraw from the appropriate account of the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, and interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

(C) Whenever moneys on deposit in the Debt Service Fund are sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal or applicable Redemption Price and interest thereon), no further deposits to the Debt Service Fund need be made. If on any payment date the Stormwater Improvement Assessment Revenues are insufficient to deposit the required amount in any of the funds or accounts or for any of the purposes provided above, the deficiency shall be made up on the subsequent payment dates.

The Issuer, in its discretion, may use moneys in the Principal Account and the Interest Account to purchase or redeem Bonds coming due on the next principal payment date, provided such purchase or redemption does not adversely affect the Issuer's ability to pay the principal or interest coming due on such principal payment date on the Bonds not so purchased or redeemed.

(D) In the event the Issuer shall issue a Series of Bonds secured by a Credit Facility, the Issuer may establish separate subaccounts in the Interest Account and the Principal Account to provide for payment of the principal of and interest on such Series; provided payment from the Pledged Funds of one Series of Bonds shall not have preference over payment of any other Series of Bonds. The Issuer may also deposit moneys in such subaccounts at such other times and in such other amounts from those provided in Section 4.06(A) as shall be necessary to pay the principal of and interest on

such Bonds as the same shall become due, all as provided by the Supplemental Resolution authorizing such Bonds.

In the case of Bonds secured by a Credit Facility, amounts on deposit in the Debt Service Fund may be applied as provided in the applicable Supplemental Resolution to reimburse the Credit Bank for amounts drawn under such Credit Facility to pay the principal of, premium, if any, and interest on such Bonds or to pay the purchase price of any such Bonds which are tendered by the holders thereof for payment; provided such Credit Facility shall have no priority over Bondholders or an Insurer to amounts on deposit in the Debt Service Fund. Other payments due to a Credit Bank in relation to obligations arising under its Credit Facility may be on parity with the Bonds as to source of and security for payment to the extent provided in the Supplemental Resolution relating thereto.

SECTION 4.07. REBATE FUND. Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Revenue Fund) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. For any Series of Bonds for which the rebate requirements of Section 148(f) of the Code are applicable, the Issuer agrees to undertake all actions required of it in its arbitrage certificate relating to such Series of Bonds, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(B) depositing the amount determined in clause (A) above into the Rebate Fund;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to this Section 4.07 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Bonds.

The provisions of the above-described arbitrage certificates may be amended without the consent of any Holder, Credit Bank or Insurer from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

SECTION 4.08. INVESTMENTS. Moneys on deposit in the Revenue Fund, the Construction Fund, the Debt Service Fund and the Surplus Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured

by the laws of the State. Moneys on deposit in the Construction Fund, the Revenue Fund, the Principal Account, the Interest Account and the Surplus Fund shall be invested and reinvested by the Issuer in Authorized Investments, maturing not later than the dates on which such moneys will be needed for the purposes of such fund or account. Moneys on deposit in the Reserve Account shall be invested in Authorized Investments, maturing no later than ten years from the date of investment. All investments shall be valued at cost; provided, however, that the amounts on deposit in the Reserve Account shall be valued at the market price thereof. Investments in the Reserve Account shall be valued by the Issuer on an annual basis as of September 30 of each year.

Any and all income received from the investment of moneys in each separate account of the Revenue Fund, the Construction Fund, the Interest Account, the Principal Account, the Surplus Fund and the Reserve Account (to the extent such income and the other amounts in the Reserve Account does not exceed the Reserve Account Requirement), shall be retained in such respective Fund or Account.

Any and all income received from the investment of moneys in the Reserve Account (only to the extent such income and the other amounts in the Reserve Account exceeds the Reserve Account Requirement), shall be deposited upon receipt thereof in the Revenue Fund.

Nothing in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

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ARTICLE V COVENANTS

SECTION 5.01. GENERAL. The Issuer hereby makes the following covenants, in addition to all other covenants in this Resolution, with each and every successive Holder of any of the Bonds so long as any of said Bonds remain Outstanding.

SECTION 5.02. BOOKS AND RECORDS. The Issuer will keep books and records of the receipt of the Stormwater Improvement Assessment Revenues and the funds and accounts established hereunder in accordance with generally accepted accounting principles, and the Holder or Holders of Bonds shall have the right at all reasonable times to inspect the records, accounts and data of the Issuer relating thereto.

SECTION 5.03. ANNUAL BUDGET. The Issuer shall annually prepare and adopt, prior to the beginning of each Fiscal Year, an Annual Budget in accordance with applicable law.

If for any reason the Issuer shall not have adopted the Annual Budget before the first day of any Fiscal Year, the preliminary budget for such year shall be deemed to be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year is adopted.

The Issuer shall provide the Annual Budget to any Holder or Holders of Bonds upon written request. The Issuer shall be permitted to make a reasonable charge for furnishing such information to such Holder or Holders.

SECTION 5.04. ANNUAL AUDIT. The Issuer shall, immediately after the close of each Fiscal Year, cause the books, records and accounts relating to the Issuer to be properly audited by a recognized independent firm of certified public accountants, and shall require such accountants to complete their report of such Annual Audit in accordance with applicable law. Each Annual Audit shall be in conformity with generally accepted accounting principles as applied to governmental entities.

The Issuer shall provide the Annual Audit to any Holder or Holders of Bonds upon written request. The Issuer shall be permitted to make a reasonable charge for furnishing such information to such Holder or Holders.

SECTION 5.05. NO IMPAIRMENT. The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Governing Body. The Governing Body shall not take any action that would materially adversely impact the Pledged Funds.

SECTION 5.06. ENFORCEMENT OF PAYMENT OF STORMWATER IMPROVEMENT ASSESSMENT REVENUES. The Issuer covenants to do all things

necessary or required on its part by this Resolution, the Act or other applicable provisions of law, and the Assessment Resolutions to maintain the levy, collection and receipt of the Stormwater Improvement Assessment Revenues in the manner prescribed by this Resolution, the Stormwater Code Provisions, the Assessment Resolutions and all other resolutions, ordinances or laws appertaining thereto. The Issuer shall deposit the Stormwater Improvement Assessment Revenues, as received, into the Assessment Account of the Revenue Fund. Absent a default or delinquency in the payment of any Assessment, nothing herein shall require the prepayment of any installment due on an Assessment prior to its due date, except as otherwise provided by the Stormwater Code Provisions or the Assessment Resolutions. The Issuer shall levy the Assessments to the full extent permitted by law and the Stormwater Code Provisions and the Assessment Resolution. The Issuer shall cause the Stormwater Improvement Assessment Revenues to be collected pursuant to the Uniform Assessment Collection Act (as defined in the Assessment Resolutions).

SECTION 5.07. RE-ASSESSMENTS. If any Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Issuer shall be satisfied that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Issuer shall have omitted to make such Assessment when it might have done so, the Issuer shall either (A) take all necessary steps to cause a new Assessment to be made for the whole or any part of said improvement or against any real property benefited by said improvement, or (B) in its sole discretion, make up the amount of such Assessment from legally available moneys, which moneys shall be deposited into the Assessment Account.

SECTION 5.08. OTHER MONEYS. The Issuer may, in its sole discretion, utilize other legally available moneys, in addition to the Pledged Funds, to pay the principal of and interest on the Bonds.

SECTION 5.09. FEDERAL INCOME TAXATION COVENANTS; TAXABLE BONDS. The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) that it shall not use the proceeds of such Series of Bonds in any manner which would cause the interest on such Series of Bonds to be or become included in gross income for purposes of federal income taxation.

The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds) that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Series of Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series of Bonds to be "arbitrage bonds" within the meaning of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on any Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) to become subject to inclusion within gross income for purposes of federal income taxation.

The Issuer hereby covenants with the Holders of each Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) that it will comply with all provisions of the

Code necessary to maintain the exclusion from gross income of interest on the Bonds for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

The Issuer may, if it so elects, issue one or more Series of Taxable Bonds the interest on which is (or may be) includable in the gross income of the Holder thereof for federal income taxation purposes, so long as each Bond of such Series states in the body thereof that interest payable thereon is (or may be) subject to federal income taxation and provided that the issuance thereof will not cause interest on any other Bonds theretofore issued hereunder to be or become subject to federal income taxation. The other covenants set forth in this Section 5.09 shall not apply to any Taxable Bonds.

SECTION 5.10. COVENANTS RELATING TO FEDERAL SUBSIDY BONDS. The Issuer covenants with respect to any Bonds issued as Federal Subsidy Bonds that it will:

(A) File, on a timely basis, Internal Revenue Service Form 8038-CP or such other form or forms required by the United States Department of Treasury to receive Federal Subsidy Payments in connection with any Bonds issued as Federal Subsidy Bonds.

(B) Deposit promptly the Federal Subsidy Payments received from the United States Department of Treasury, if any, to the Interest Account of the Debt Service Fund to pay interest on the Federal Subsidy Bonds.

(C) Comply with all provisions of the Code, all Treasury Regulations promulgated thereunder, and any applicable notice, ruling or other formal interpretation issued by the United States Department of Treasury or the Internal Revenue Service, in order for the Bonds issued as Federal Subsidy Bonds to be and to remain Federal Subsidy Bonds.

(D) Not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the Issuer's receipt of Federal Subsidy Payments or the status of the Bonds issued as Federal Subsidy Bonds, or any portion thereof, as Federal Subsidy Bonds. The Issuer covenants that it will not directly or indirectly use or permit the use of any proceeds of Bonds issued as Federal Subsidy Bonds or any other of its funds or take or omit to take any action that would cause the Bonds issued as Federal Subsidy Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) or to fail to meet any other applicable requirements of the Code.

ARTICLE VI
SUBORDINATED INDEBTEDNESS AND ADDITIONAL BONDS

SECTION 6.01. SUBORDINATED INDEBTEDNESS. The Issuer will not issue any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Funds or the Stormwater Improvement Assessment Revenues or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Bonds and the interest thereon. The Issuer may at any time or from time to time issue evidences of indebtedness payable in whole or in part out of Pledged Funds and which may be secured by a pledge of Pledged Funds; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Funds created by this Resolution and provided further that the issuance of such Subordinated Indebtedness shall be subject to any provisions contained in financing documents securing outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the Issuer to issue other Subordinated Indebtedness. The Issuer shall have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be issued under the provisions of Section 6.02 hereof. The Issuer agrees to pay promptly any Subordinated Indebtedness as the same shall become due.

SECTION 6.02. ISSUANCE OF ADDITIONAL BONDS. No Additional Bonds, payable on parity with the Bonds then Outstanding pursuant to this Resolution, shall be issued except upon the conditions and in the manner herein provided. The Issuer may issue one or more Series of Additional Bonds for any one or more of the following purposes: (i) financing or refinancing Costs of the Project, or the completion thereof, or (ii) refunding any or all Outstanding Bonds, any Subordinated Indebtedness of the Issuer, or any other indebtedness of the Issuer that it may lawfully refund with proceeds of Bonds.

No such Additional Bonds shall be issued unless the following conditions are complied with:

(A) Except in the case of Additional Bonds issued for the purpose of refunding Outstanding Bonds, the Issuer shall certify that it is current in all deposits into the various funds and accounts and subaccounts established hereby and all payments theretofore required to have been deposited or made by it under the provisions of this Resolution, including all due and payable Policy Costs have been deposited or made, and the Issuer is in compliance with the covenants and agreements of this Resolution.

(B) The Chief Financial Officer shall certify that the amount of the Stormwater Improvement Assessment Revenues received by the Issuer during the immediately preceding Fiscal Year or any 12 consecutive months selected by the Issuer of the 24 months immediately preceding the issuance of said Additional Bonds, adjusted as

hereinafter provided, were equal to (1) at least 110% of the Maximum Annual Debt Service of the Outstanding Bonds and the Additional Bonds then proposed to be issued, and (2) 100% of any amounts required by the terms hereof to be deposited in the Reserve Account or with any issuer of a Reserve Account Letter of Credit or Reserve Account Insurance Policy to pay any Policy Costs.

(C) For the purpose of determining the Debt Service under this Section 6.02, the interest rate on Additional Bonds that are proposed to be issued as Variable Rate Bonds shall be deemed to be the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(D) For the purpose of determining the Debt Service under this Section 6.02, the interest rate on Outstanding Variable Rate Bonds (not subject to a Qualified Hedge Agreement) shall be deemed to be (1) if such Variable Rate Bonds have been Outstanding for at least 12 months prior to the date of sale of such Additional Bonds, the highest of (a) the actual rate of interest borne by such Variable Rate Bonds on the date of sale, and (b) the average interest rate borne by such Variable Rate Bonds during the 12-month period preceding the date of sale, or (2) if such Variable Rate Bonds have not been Outstanding for at least 12 months prior to the date of sale of such Additional Bonds, the higher of (a) the actual rate of interest borne by the Variable Rate Bonds on the date of sale, and (b) the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(E) For the purpose of this Section 6.02, the phrase "immediately preceding Fiscal Year or any 12 consecutive months selected by the Issuer of the 24 months immediately preceding the issuance of said Additional Bonds" shall be sometimes referred to as "12 consecutive months" or the "12-month period."

(F) The Stormwater Improvement Assessment Revenues calculated pursuant to the foregoing Section 6.02(B) may be adjusted, at the option of the Issuer, if the Issuer, prior to the issuance of the proposed Additional Bonds, shall have increased the rate of the Assessment. In such case, the Stormwater Improvement Assessment Revenues for the 12 consecutive months shall be adjusted to show the Stormwater Improvement Assessment Revenues which would have been received in such 12 consecutive months as if such increased rate of Assessment had been in effect during all of such 12 consecutive months.

(G) Additional Bonds shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and all of the other covenants and other provisions of this Resolution (except as to details of such Additional Bonds inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Bonds issued pursuant to this Resolution. Except as provided in Sections 4.02 and 4.06 hereof, all Bonds, regardless of the time or times of their issuance, shall rank equally with

respect to their lien on the Pledged Funds and their sources and security for payment therefrom without preference of any Bonds over any other.

(H) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions of Section 6.02(B) shall not apply, provided that the issuance of such Additional Bonds shall result in a reduction of the aggregate debt service. The conditions of Section 6.02(B) shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this paragraph.

SECTION 6.03. BOND ANTICIPATION NOTES. The Issuer may issue notes in anticipation of the issuance of Bonds which shall have such terms and details and be secured in such manner, not inconsistent with this Resolution, as shall be provided by Supplemental Resolution of the Issuer.

SECTION 6.04. ACCESSION OF SUBORDINATED INDEBTEDNESS TO PARITY STATUS WITH BONDS. The Issuer may provide for the accession of Subordinated Indebtedness to the status of complete parity with the Bonds, if the Issuer shall meet all the requirements imposed upon the issuance of Additional Bonds by Sections 6.02(A) and (B) hereof, assuming for purposes of said requirements, that such Subordinated Indebtedness shall be Additional Bonds. If the aforementioned conditions are satisfied, the Subordinated Indebtedness shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and such Subordinated Indebtedness shall be considered Bonds for all purposes provided in this Resolution.

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ARTICLE VII

DEFAULTS AND REMEDIES

SECTION 7.01. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default":

(A) Default shall be made in the payment of the principal of, Amortization Installment, redemption premium or interest on any Bond when due. In determining whether a payment default has occurred, no effect shall be given to payment made under a Bond Insurance Policy.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(C) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of 90 days after written notice of such default shall have been received from the Holders of not less than 25% of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, the Issuer shall not be deemed to be in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes appropriate curative action and diligently pursues such action until default has been corrected.

SECTION 7.02. REMEDIES. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof; provided, however, that no Holder, trustee or receiver shall have the right to declare the Bonds immediately due and payable without the consent of any affected Insurers except to the extent the acceleration of any Variable Rate Bonds secured by a Credit Facility is provided for in a Supplemental

Resolution or other documentation relating to such Credit Facility, the provisions of which are approved by the Insurers.

The Holder or Holders of Bonds in an aggregate principal amount of not less than 25% of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the City Clerk. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than 25% in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of such appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the Holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

SECTION 7.03. DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS. The Holders of a majority in principal amount of the Bonds then Outstanding (or any Insurer insuring any then Outstanding Bonds) have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder with respect to the Series of Bonds owned by such Holders or insured by such Insurer, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any direction which in the opinion of the trustee would be unjustly prejudicial to Holders of Bonds not parties to such direction.

SECTION 7.04. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 7.05. WAIVER OF DEFAULT. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 7.02 to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

SECTION 7.06. APPLICATION OF MONEYS AFTER DEFAULT. If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Funds (except as for amounts in the subaccounts of the Reserve Account which shall be applied to the payment of the Series of Bonds for which they were established) as follows and in the following order:

A. To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver and Registrar hereunder;

B. To the payment of the interest (including Hedge Payments) and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest (including Hedge Payments) then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 9.01 of this Resolution), in the order of their due dates, with any accrued and unpaid interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with any accrued and unpaid interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution plus any accrued and unpaid interest.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest (including Hedge Payments) then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment

of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

C. To the payment of all amounts owed to the Insurers and Credit Banks not covered by A, B or C above and all amounts owed to Counterparties not covered by A, B or C above on a pro rata basis.

SECTION 7.07. CONTROL BY INSURER. To the extent an Insurer makes any payment of principal of or interest on Bonds in accordance with its Bond Insurance Policy, such Insurer shall become subrogated to the rights of the recipients of such payments in accordance with the terms of its Bond Insurance Policy. Upon the occurrence and continuance of an Event of Default, an Insurer of a Series of Bonds, if such Insurer shall not be in payment default under its Bond Insurance Policy, shall be deemed to be the sole owner of such Bonds for purposes of (A) directing and controlling the enforcement of all rights and remedies with respect to such Series of Bonds, including any waiver of an Event of Default and removal of any trustee, and (B) exercising any voting right or privilege or giving any consent or direction or taking any other action that the Holders of such Bonds are entitled to take pursuant to this Article VII hereof. No provision expressly recognizing or granting rights in or to an Insurer shall be modified without the consent of such Insurer. An Insurer's rights under this Section 7.07 shall be suspended during any period in which such Insurer is in default in its payment obligations under its Bond Insurance Policy (except to the extent of amounts previously paid by such Insurer and due and owing to such Insurer) and shall be of no force or effect if its Bond Insurance Policy is no longer in effect or if the Insurer asserts that its Bond Insurance Policy is not in effect or if the Insurer waives such rights in writing. The rights granted to an Insurer under this Section 7.07 are granted in consideration of such Insurer issuing its Bond Insurance Policy. The Issuer shall provide each Insurer immediate notice of any Event of Default described in Section 7.01(A) hereof and notice of any other Event of Default occurring hereunder within 30 days of the occurrence thereof. Each Insurer of any Bonds hereunder shall be considered a third-party beneficiary to the Resolution with respect to such Bonds.

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**ARTICLE VIII
SUPPLEMENTAL RESOLUTIONS**

SECTION 8.01. SUPPLEMENTAL RESOLUTION WITHOUT BONDHOLDERS' CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders or the Insurers or the Credit Banks (which Supplemental Resolution shall thereafter form a part hereof) for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine the matters and things referred to in Section 2.01 hereof, including the issuance of Additional Bonds, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds.

(F) To change or modify the description of the Project.

(G) To specify and determine matters necessary or desirable for the issuance of Variable Rate Bonds, Federal Subsidy Bonds or Capital Appreciation Bonds.

(H) To provide for the establishment of a separate subaccount or subaccounts in the Reserve Account which shall independently secure one or more Series of Bonds.

(I) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the interests of the Holders of the Bonds. In making such determination, the Issuer shall not take into consideration any Bond Insurance Policy.

SECTION 8.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS' AND INSURER'S CONSENT. Subject to the terms and provisions contained in this Section 8.02 and Sections 8.01 and 8.03 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series or maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 8.02. Any Supplemental Resolution which is adopted in accordance with the provisions of this Section 8.02 shall also require the written consent of the Insurer of any Bonds which are Outstanding at the time such Supplemental Resolution shall take effect if such Insurer is not in payment default under its Bond Insurance Policy. No Supplemental Resolution may be approved or adopted which shall permit or require, without the consent of all affected Bondholders, (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Funds other than the lien and pledge created by this Resolution or except as otherwise permitted or provided hereby which materially adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds (except as to the establishment of separate subaccounts in the Reserve Account provided in Section 4.06(A)(4) hereof), or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders or the Insurers or the Credit Banks of the adoption of any Supplemental Resolution as authorized in Section 8.01 hereof.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 8.02, the City Clerk shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the City Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 8.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 8.02.

Whenever the Issuer shall deliver to the City Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Notwithstanding the foregoing, the initial purchasers of Additional Bonds shall be deemed to have consented in writing to any amendments to the Resolution that are to become effective on or after the issuance of such Additional Bonds in accordance with this Section 8.02 if the proposed amendments are reasonably disclosed in the offering documentation prepared and distributed in connection with the issuance of such Additional Bonds and the related Supplemental Resolution provides that such initial purchasers have so consented through their purchase.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 8.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

SECTION 8.03. AMENDMENT WITH CONSENT OF INSURER ONLY.

For purposes of amending this Resolution pursuant to Section 8.02 hereof, an Insurer of Bonds shall be considered the Holder of such Bonds which it has insured. The consent of the Holders of such Bonds shall not be required if the Insurer of such Bonds shall consent to the amendment as provided by this Section 8.03 and such Insurer is not in default with respect to its obligations under its Bond Insurance Policy. Prior to adoption of any amendment made pursuant to this Section 8.03, notice of such amendment shall be delivered to the rating agencies rating the Bonds. Upon filing with the City Clerk of evidence of such consent the Insurer or Insurers as aforesaid, the Issuer may adopt such Supplemental Resolution. After the adoption by the Issuer of such Supplemental

Resolution, notice thereof shall be mailed in the same manner as notices of an amendment under Section 8.02 hereof. Notwithstanding the foregoing, the consent of all affected Bondholders shall still be required with respect to any amendment set forth in clauses (A), (B), (C), (D) or (E) in the first paragraph of Section 8.02 hereof.

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ARTICLE IX DEFEASANCE

SECTION 9.01. DEFEASANCE. If (A) the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of any Series of Bonds the principal and interest or Redemption Price, plus accrued interest, due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, and (B) the Issuer shall pay all Policy Costs owing to any provider of a Reserve Account Letter of Credit or Reserve Account Insurance Policy and all amounts owing to the Insurers, then all covenants, agreements and other obligations of the Issuer to the holders of such Series of Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for payment or redemption of any Series of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto shall be deemed to have been paid within the meaning of this Section 9.01 if (i) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (ii) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Refunding Securities verified by an independent certified public accountant or nationally recognized company that provides verification services for municipal bonds to be in such amount that the principal of and the interest on or redemption price which when due will provide moneys which, together with the moneys, if any, deposited with such banking institution or trust company at the same time shall be sufficient, to pay the principal of and interest due and to become due on said Bonds on and prior to the maturity date thereof. Except as hereafter provided, neither the Refunding Securities nor any moneys so deposited with such banking institution or trust company nor any moneys received by such bank or trust company on account of principal of or redemption price, if applicable, or interest on said Refunding Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or redemption price of the Bonds for the payment of which they were deposited and the interest accruing thereon to the date of maturity; provided, however, the Issuer may substitute new Refunding Securities and moneys for the deposited Refunding Securities and moneys if the new Refunding Securities and moneys are sufficient to pay the principal of and interest on or redemption price of the refunded Bonds.

For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or the redemption date thereof, as the case may be,

by the deposit of moneys, or specified Refunding Securities and moneys, if any, in accordance with this Section 9.01, the interest to come due on such Variable Rate Bonds on or prior to the maturity or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than the Maximum Interest Rate for any period, the total amount of moneys and specified Refunding Securities on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to satisfy this Section 9.01, such excess shall be paid to the Issuer free and clear of any trust, lien, pledge or assignment securing the Bonds or otherwise existing under this Resolution.

If Bonds are not to be redeemed or paid within 60 days after any such defeasance described in this Section 9.01, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 9.01 of moneys or Refunding Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 9.01 and stating such maturity date upon which moneys are to be available for the payment of the principal of and interest on or redemption price of said Bonds. Failure to provide said notice shall not affect the Bonds being deemed to have been paid in accordance with the provisions of this Section 9.01.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

Notwithstanding anything herein to the contrary, in the event that the principal of or interest due on the Bonds shall be paid by an Insurer or Insurers, such Bonds shall remain Outstanding, shall not be defeased or otherwise satisfied and shall not be considered paid by the Issuer, and the pledge of the Pledged Funds and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and such Insurer or Insurers shall be subrogated to the rights of such Bondholders.

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**ARTICLE X
MISCELLANEOUS**

SECTION 10.01. CAPITAL APPRECIATION BONDS. For the purposes of (A) receiving payment of the Redemption Price if a Capital Appreciation Bond is redeemed prior to maturity, or (B) receiving payment of a Capital Appreciation Bond if the principal of all Bonds becomes due and payable under the provisions of this Resolution, or (C) computing the amount of Bonds held by the Holder of a Capital Appreciation Bond in giving to the Issuer or any trustee or receiver appointed to represent the Bondholders any notice, consent, request or demand pursuant to this Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value.

SECTION 10.02. SALE OF BONDS. The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law, all as provided in a Supplemental Resolution.

SECTION 10.03. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 10.04. VALIDATION AUTHORIZED. To the extent deemed necessary by Bond Counsel or desirable by the City Attorney, Bond Counsel is authorized to institute appropriate proceedings for validation of a Series of Bonds herein authorized pursuant to Chapter 75, Florida Statutes.

SECTION 10.05. REPEAL OF INCONSISTENT RESOLUTIONS. All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

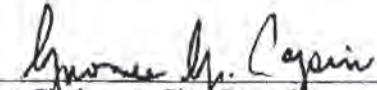
SECTION 10.06. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida,
on March 1, 2018.

(SEAL)

ATTEST:


City Clerk/Deputy City Clerk


By: Chairman, City Council

APPROVED by me on this **MAR 05 2018**


Bob Buckhorn, Mayor

APPROVED AS TO FORM BY:

Salvatore Territo, City Attorney

EXHIBIT “F”

Excerpt of Request for Qualifications No. 23-C-00021, South Howard Flood Relief and Streetscape Project, Design-Build (October 3, 2023): public announcement; Design Criteria Package pp. 1–7 and 11 and Project Schedule; Preliminary Engineering Report (JMT, April 2022) cover, pp. 24–25 and Appendix D (cost estimate); Project Map; and Preliminary Construction Phasing Plan index and Sheet 11

23-C-00021; South Howard Flood Relief and Streetscape Project; Design-Build

PUBLIC ANNOUNCEMENT IN COMPLIANCE WITH REQUIREMENTS OF SECTION 287.055, FLORIDA STATUTES (CONSULTANTS' COMPETITIVE NEGOTIATION ACT) APPLICABLE LAW, EXECUTIVE ORDERS, RULES, REGULATIONS, AND THE CITY'S STANDARD PROCEDURES. A NOTICE OF INTENT TO AWARD SHALL BE POSTED, IF AT ALL, ON THE CITY'S WEBSITE ACCESSIBLE BY UTILIZING THIS WEBSITE LINK: www.tampagov.net/contract-administration/programs/architectural-engineering-construction-and-related-rfq.

The City of Tampa seeks Professional Design-Build services for the construction of the South Howard Flood Relief and Streetscape Project – Stormwater Capital Improvement Project in keeping with Mayor Jane Castor's T3 initiatives in accordance with the attached Design Criteria Package.

Services will also include coordination and scheduling during the design and construction phases, cost estimating, construction, CEI, and all related work required for a completed project. Services will be provided under a contract with a negotiated fee for pre-construction services and a guaranteed maximum price with appropriate Public Construction Bonds for construction.

The contract is expected to be performed over a four-year period with a budget of \$55 million, funded in cooperation and coordination with the Tampa Hillsborough Expressway Authority (THEA). Water Department and Transportation Division elements of this project will be funded by the respective Departments for a total estimated amount of \$65 million.

Additional material may be found at demandstar.com and at: www.tampagov.net/contract-administration/programs/architectural-engineering-construction-and-related-rfq

Questions may be directed to Jim Greiner, P.E., Contract Administration, City of Tampa, (813) 274-8598, or E-Mail jim.greiner@tampagov.net.

A pre-submission conference will be conducted at 3 PM Monday October 16, 2023, in the City Council Chambers, third floor Old City Hall, 315 E. Kennedy Blvd. Tampa, FL 33602. Attendance is not required.

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in this public hearing or meeting should contact the City of Tampa's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted via phone at 813-274-3964, email at TampaADA@tampagov.net, or by submitting an ADA - Accommodations Request form available online at tampagov.net/ADARquest.

An individual or entity ("Firm") responding to this RFQ must provide evidence of any required licenses, certificates, or registrations with its submission or within 10 days thereof in order to be considered. The City shall own all ideas, documents, plans, and materials developed as a result of this solicitation and Firm is informed same shall be subject to reuse in accordance with Section 287.055(10), Florida Statutes. Firm (i) confirms it has read and is familiar with Section 119.071(3), Florida Statutes regarding certain building plans, blueprints, schematic drawings, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or other agency that are per said section exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida Constitution ("Exempt Plans") and (ii) agrees Firm shall remain in compliance with same, including maintaining the exempt status of such Exempt Plans for so long as they are held by Firm or otherwise in its possession. Pursuant to Section 2-282, City of Tampa Code, during the solicitation period, including any protest or appeal, NO CONTACT with City officers or employees is permitted from any proposer, other than as specifically stated in this solicitation. The City may cancel, withdraw, or modify this RFQ at any time and reserves the right to reject any or all responses and to waive irregularities, formalities, and informalities as it determines in the City's best interest. The City of Tampa will not request documentation of or consider a bidder's (proposer's) social, political, or ideological interests when determining if the bidder (proposer) is a responsible vendor and will not give preference to a proposer based on the proposer's social, political, or ideological interests.

Firms will be required to comply with the City's Apprenticeship program as posted at https://library.municode.com/fl/tampa/codes/code_of_ordinances?nodeId=COOR_CH26.5EQBUOPPR_ARTIVAPRECOCO.

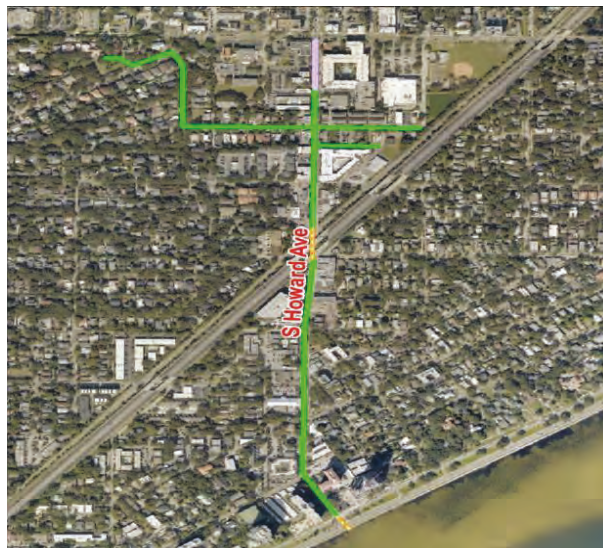
Firms should consider applicable concepts in the City's Climate Action And Equity Plan as posted at <https://www.tampa.gov/document/climate-action-and-equity-plan-122846>.

Firms desiring to provide these services to the City must submit a single electronic file in searchable PDF format, Smaller than 10MB, that includes the attached RFQ Transmittal Memorandum completed as appropriate, a Letter of Interest addressed to Brad L. Baird, P.E., Chairman, and referring to this RFQ by number, together with a Statement of Qualifications and any supplemental material allowing evaluation for further consideration (short-listing) based upon the following criteria/point system: Successful Comparable Project Experience, (20); Successful Public Relations Experience, (10); Successful Comparable Urban Stormwater Project Experience (45); Workload and availability (5); Past performance/Low amount of City work (5); Standard Form #A305(Put any confidential financial info. in a separate PDF.), (5); Planned WMBE/SLBE Solicitation & Utilization, Form MBD 10 & 20 (10 pts).

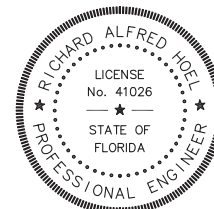
The PDF file must be **E-Mailed to ContractAdministration@tampagov.net BEFORE 2 P.M., November 2, 2023.**



RFQ: 23-C-0021
DESIGN-BUILD SERVICES
for the
SOUTH HOWARD
FLOOD RELIEF & STREETScape PROJECT
DESIGN CRITERIA PACKAGE



PREPARED BY:
RICHARD A. HOEL, P.E., CHIEF ENGINEER
CONTRACTOR
City of Tampa Mobility Department
Stormwater Engineering Division
September 2023



This item has been digitally signed and sealed by Richard Alfred Hoel, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

INTRODUCTION

The City of Tampa Stormwater Engineering Division has prepared this Design Criteria Package for RFQ: 23-C-0021: Design-Build (DB) Services for the South Howard Flood Relief and Streetscape Project. The primary intent of the project is to provide flood relief along S. Howard Ave. and in the neighborhoods within the watershed. It is also the intent of this project to comply with the Mayor's Executive Order, the City's Climate Action and Equity Plan, and the findings from the regional Climate Science Advisory Panel (CSAP) regarding Sea Level Rise.

The scope shall include, but not limited to, the following:

- Preconstruction Services:
 - Right-of-way, Topographic and Tree Survey
 - Review and update of the existing hydrologic/hydraulic analysis with survey level data for the design of the proposed stormwater system to meet a level of service that utilizes the largest box culvert size to the extent feasible within the available corridor. It is the City of Tampa's intent to utilize the box culvert sizes identified in the attached project map unless a more efficient design is conceived
 - Geotechnical investigation to assess soils for stability and identify locations of unsuitable materials
 - Subsurface Utility Engineering (SUE) for City-owned utilities. SUE for private utilities shall be performed by the utility owner. In an effort to minimize construction delays, the DB team shall verify all private and City provided SUE information during the design phase. No additional compensation will be paid during the Construction phase for these services.
 - Arborist services for assessment and disposition of all trees along the route, in or immediately adjacent to the right-of-way
 - Assessment and identification of economical Green Stormwater Infrastructure (GSI) alternatives to address water quality improvements
 - Preparation of a Preliminary Engineering Report
 - Public Outreach Services to foster high quality public relations and acceptance of the planned improvements with community stakeholders, including:
 - Listening phase to gain stakeholder input
 - Design charrette(s) to gain general community consensus with the design concepts
 - Follow-up outreach services to address stakeholder concerns including coordination of responses
 - Comprehensive Design Services to current City standards, including:
 - Primary stormwater conveyance system and secondary storm

- sewers within and directly adjacent to the route
- Design of water and wastewater systems, either planned upgrades or otherwise displaced by the storm system improvements
- Determination of extent of required demolition
- Right-of-way surface restoration improvements
- Urban design and landscape architectural services for development of the streetscape upgrade improvements to gain public acceptance
- Utility Coordination to accommodate as-needed relocation of underground utilities along the entire route and for the underground relocation of aerial utilities along Howard Avenue
- Maintenance of Traffic (MOT) and Detour Routes Planning
- Permitting assistance including determining extent of permits required, applying for, and obtaining the necessary regulatory permits
- Contractor design review for value engineering and constructability
- Design Schedule Updates
- Construction cost estimating during development of the design
- Development of a fair and reasonable Guaranteed Maximum Price (GMP) for construction of the improvements at 60% design phase
- Construction Services:
 - Full and complete construction of the approved design extent of the project
 - Public Relation activities to maintain a positive response from community stakeholders throughout the construction phase
 - Construction Schedule Updates
 - Construction Stakeout and As-built Surveying
 - Limited Construction Engineering and Inspection Services (CEI)
 - Vibration Monitoring
 - Materials Testing
 - Construction permitting
 - Citizen Accommodations
 - Utility Coordination
 - Maintenance of Traffic
- Post-Construction Services
 - Closeout documentation
 - Record Drawing preparation

The DB project budget for this project is as follows:

• Stormwater Engineering Division	\$49,000,000.
• THEA	\$11,000,000.
• Water Department upgrades	<u>\$4,500,000.</u>
• TOTAL BUDGET:	\$64,500,000

A project schedule has been developed and is attached (see attached Project Schedule).

The City intends to contract separately with a consulting firm to provide an Owner Representative to act as an extension of the City's staff to assist the City with the general administration of this project.

1. Purpose

- 1.1 This document provides the criteria for the design and construction of a reinforced concrete box and/or pipe culvert drainage system along with the associated secondary storm sewer systems and all other infrastructure improvements identified in the scope above for the relief of flooding for an approximate 260-acre basin within and adjacent to the Upper Peninsula Watershed which includes the Parkland Estates basins where the most frequent and severe flooding occurs. The proposed system shall also be designed to accommodate additional runoff created by the expansion of an adjacent segment of the Leroy Selmon Expressway which is being planned, designed, and constructed by the Tampa Hillsborough Expressway Authority (THEA). The intent of this work is to provide the project area and directly adjacent areas with flood relief to the extent feasible within the available corridor, and to accommodate drainage from the expressway expansion.
- 1.2 The following is intended to be the minimum design-build criteria for the analysis, design, permitting, and construction of the stormwater improvements. The project also includes transportation and water system improvements.
- 1.3 This package is not a specification or prescriptive checklist and is not intended to replace the professional judgment of competent licensed professionals after coordination with City staff, end-users, and stakeholders of the City of Tampa.

2. Design Criteria

- 2.1 The project scope includes construction of a new box and/or pipe culvert system and associated secondary storm sewers, streetscape surface improvements along S. Howard Ave.,

utility upgrades and relocations, and neighborhood surface restoration. A route recommendation for the improvements was presented in an extensive alternatives analysis performed by the City and summarized in a report entitled “Upper Peninsula Stormwater Improvements – East Region, Preliminary Engineering Report” prepared by JMT, dated April 2022 (see attached report). The route recommendation presented in that report builds upon an existing box culvert segment in S. Howard Ave. beneath the CSX railroad and Selmon Expressway and a second existing box culvert segment that lies beneath the northbound lanes of Bayshore Blvd (see attached as-built drawings of the existing installations). The box culvert beneath the Selmon Expressway was confirmed via Geotechnical borings (see attached report). The final recommended route depicted on the Project Map has been further refined based on on-site reconnaissance and an arborist field review (see attached Project Map). No additional route analysis is required.

- 2.2 The design shall generally be based on the results from the updated H&H model provided in the JMT report with refinements to optimize the solution using more detailed project-specific survey data and a general confirmation and acceptance of the assumptions and modelling approach in the provided model. Value engineering should be employed to optimize the design solution considering constructability issues, culvert shapes and size options, and location and depth with respect to the design hydraulic grade line. The proposed drainage facilities shall meet the needs of the City to effectively and efficiently relieve flooding for the design storm as well as reduce flood levels for greater events up to the 100-year storm events. The analysis and design should also identify and accommodate potential locations for future extensions to address flooding in adjacent areas along the route. It is expected that the final designer and preparer of construction documents fully understand the system requirements (modeling results), permitting, site logistics (residential and business impacts) and all related requirements to design the stormwater facilities accordingly.
- 2.3 A preliminary construction staging approach should be included in the submission. Construction staging and material storage will not be allowed in the right-of-way other than within an active construction phase. No construction staging of materials and equipment shall occur outside an active construction phase unless it is within private property with use rights secured by the DB Team. The DB Team is encouraged to identify staging areas proximate to the project and present those to the City for consideration.
- 2.4 To the greatest extent practical, the DB Team shall construct the project in a manner that will minimize the disturbance and duration of access limitations to residences and businesses during construction. It is the City’s intent to build the project in phases such that one phase must be completed and opened to local traffic prior to beginning construction in the subsequent phase. Within a construction phase segment, to the extent practical, the DB

Team should endeavor to provide full-time vehicular access to each property owner needing access. When full access is not practical, the DB Team shall provide other access accommodation, as can reasonably be provided.

- 2.5 A preliminary phasing plan has been developed that generally anticipates the level of construction activities along the proposed route (see attached Preliminary Construction Phasing Plan). To accommodate drainage during construction, phasing has been arranged to begin construction at the existing outfall location at Bayshore Blvd. and proceed upstream. This preliminary plan should be considered a baseline to meet the City's intent and may be modified by the DB Team with the City's acceptance when the modification is shown to better accommodate adjacent residents and business's needs.
- 2.6 The surrounding area is highly urbanized; therefore, the construction means and methods should carefully assess the appropriate needs for traffic maintenance, access to residences and businesses, trees in or near the right-of-way, and utility service relocations and/or adjustments. The MOT plans shall be prepared by the DB Team for each phase of construction and submitted for approval by the City. Preliminary detour routes have been established based on the anticipated phasing of the project (see attached Preliminary Detour Route Exhibit). These detours should be considered a baseline to meet the City's intent and may be modified by the DB Team with the City's acceptance.
- 2.7 Streetscaping enhancement services shall include green infrastructure, increased sidewalk coverage, safety features, traffic calming measures, expanded street parking, landscaping, pervious pavers, and pervious pavement installation and coordinated with the Transportation Engineering Division. Design elements shall consider City initiatives, programs and/or guidelines including Complete Streets, Vision Zero, and other similar guidance. Street and pedestrian lighting design and bicycle and micro-mobility accommodations shall be provided. The DB Team shall develop streetscaping enhancement renderings for presentation to stakeholders for consideration and final selection. This effort will be coordinated to achieve community acceptance. To the greatest extent practical, GSI solutions shall be incorporated into the streetscape design and neighborhood restoration improvements.
- 2.8 Project coordination with THEA on timing and development for interconnection of the new system with the expanded Selmon Expressway conveyance system is required to be performed in a manner that minimizes disruption of existing traffic patterns and access to residents and businesses during construction while accommodating THEA's needs to the greatest extent practical. Two points of connection are indicated on the Project Map.
- 2.9 Project coordination with City of Tampa Water and Mobility Departments is required for

an “early works” design-build phase that will include water main installation and roadway pavement improvements on adjacent streets in preparation for project construction (see attached Preliminary Early Works Exhibit). It is the intent of the early works phase to address improvements outside of the primary route along South Howard, Bristol and into Parkland Estates to better prepare the adjacent streets for increased use during construction of the project. This work will include potable water system replacement and/or upgrades totaling approximately 9600 LF of new 4” to 12” water mains along and adjacent to the selected route, including the replacement of fire hydrants, valves, service lines, and other appurtenances (see attached Water Main Replacement Map). Road resurfacing to better accommodate local traffic circulation and temporary additional on-street parking during construction of the project will also be included. The DB Team shall work with the City Mobility team to identify locations for roadway resurfacing including profile milling and overlay work on roads identified on the Preliminary Early Works Exhibit or other identified locations to ascertain the extent of needed resurfacing work (i.e., full or partial mil/overlay).

- 2.10 Project Coordination with Tampa Electric Co. (TECO) and other private utilities is required for the relocation of overhead power and communication lines, as necessary, to accommodate streetscape improvements along S. Howard Ave. The City has made initial contact and has been working with TECO for the conversion of their facilities to underground service. The DB Team will continue coordination of these relocation efforts with all affected utilities.

3. Project Development Criteria

- 3.1 The DB Team will lead the effort to conceptualize and develop the design to meet all City, Regional, State standards and requirements. Design submittals will include construction drawings and specifications as well as all other required items identified in the submittal schedule (see attached Submittal Schedule).
- 3.2 Final plans and specifications are to be provided in AutoCAD (.dwg) and Word format, as applicable as well as PDF format. A pricing proposal developed to a GMP document with all associated exhibits (scope, pricing, and qualifications) shall also be provided. The GMP agreement shall be organized into separate costs for each of the three City departments/divisions.
- 3.3 Final construction drawings and specifications, construction schedule, equipment purchases and placement, utility agreements, right of way permits and all required approvals from regulatory agencies and local authorities shall be provided.

6.5 Construction Phase (Communication Purpose: Awareness): Upon completion of the design phase, update and further develop sources of communication with the project Stakeholders to continue dissemination of project information and input solicitation through the following interactions:

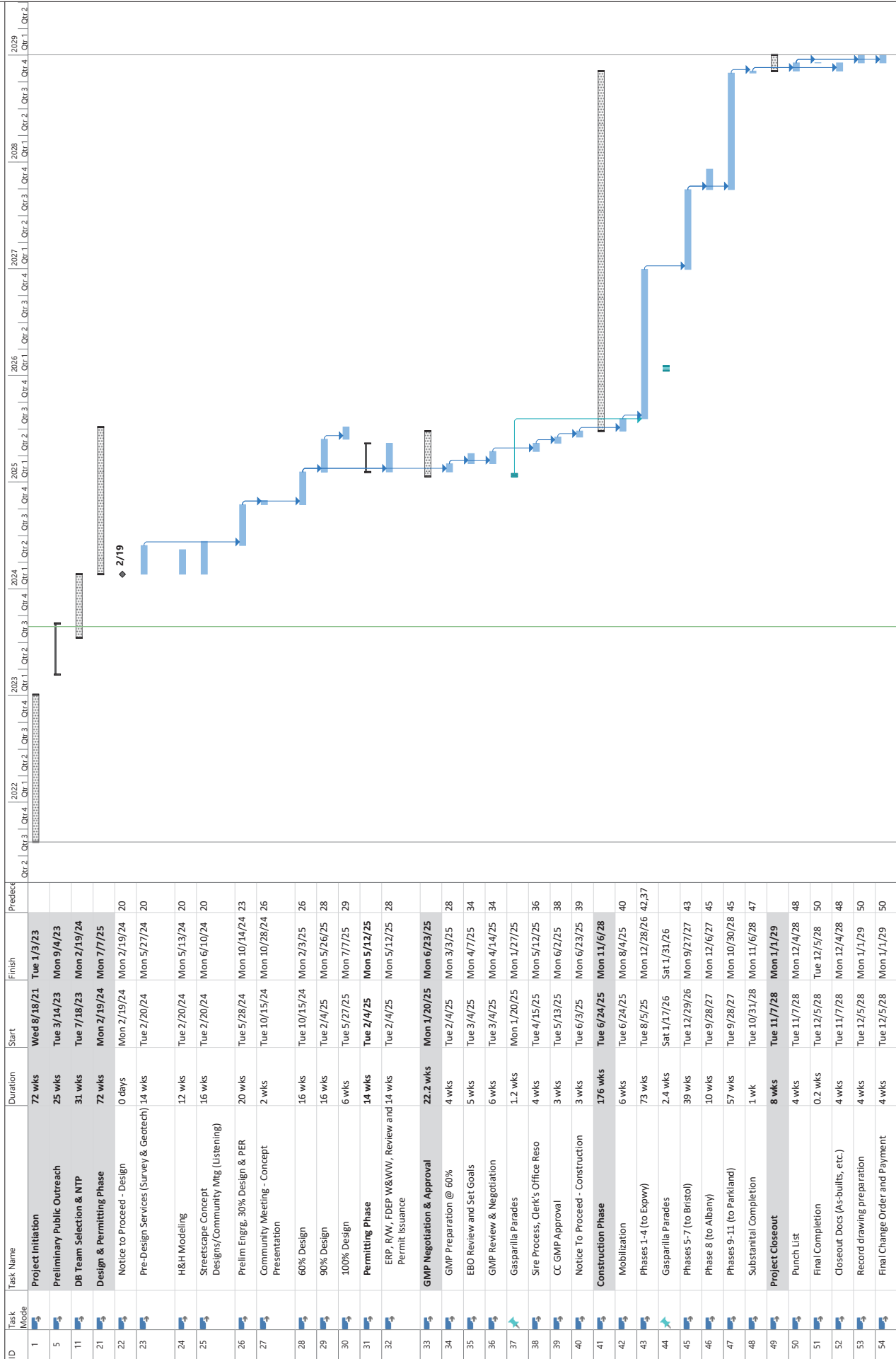
- Project Website
- Community Meeting(s)
- Small Group Meetings
- On-on-One Meetings
- Traffic Advisories

List of attachments:

1. Project Schedule
2. Upper Peninsula Stormwater Improvements – East Region, Preliminary Engineering Report” prepared by JMT, dated April 2022 and H & H model (including XP-SWMM files)
3. As-built drawings:
 - a. Howard Ave. box culvert under CSX and the Selmon Expressway
 - b. Bayshore Blvd. box culverts under the northbound lanes
4. Project Map
5. Preliminary Construction Phasing Plan
6. Preliminary Detour Routes Exhibit
7. Preliminary Early Works Exhibit
8. Water Main Replacement Map
9. Submittal Schedule
10. Howard Ave. box culvert Geotechnical Report

SoHo Flooding Relief and Streetscape Project

Project Schedule



Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Project: SoHo Project Schedule

Date: Fri 8/25/23



April 2022

CA No. 5917

UPPER PENINSULA STORMWATER IMPROVEMENTS – EAST REGION

PRELIMINARY ENGINEERING REPORT

Submitted to:

Stormwater Engineering Division
Mobility Department
City of Tampa



W. Fountain Blvd Flooding at Parkland Estates (August 2015)

MODEL APPROACH

A box culvert traversing the final selected route for the gravity alternative was analyzed and sized to meet a 5-year/8-hour Level of Service at the S. Audubon Avenue and W. Fountain Boulevard intersection. A 5'x10' box culvert from Parkland Estates connects to the existing 5'x10' box culvert under the Selmon Expressway and a 4'x15' box culvert from the Selmon Expressway connects to the existing triple 4'x6' box culverts under Bayshore Boulevard. To address the previously described localized flooding issues along the proposed route, a proposed pipe system was then extended north from the proposed box culvert at the intersection of S. Howard Avenue and W. Morrison Avenue to slightly north of W. Bristol Avenue, and easterly along W. Bristol Avenue and W. Elesta Street to collect the existing contributing runoff from these areas.

MODELING RESULTS

The resulting proposed system was then analyzed producing the following results.

PROPOSED CONDITIONS PEAK STAGES (8-HOUR STORM)							
LOCATION AND XP-SWMM NODE	ROAD EOP ELEV OR LOW INLET THROAT	MEAN ANNUAL PEAK STAGE	5-YEAR PEAK STAGE	10-YEAR PEAK STAGE	25-YEAR PEAK STAGE	50-YEAR PEAK STAGE	100-YEAR PEAK STAGE
	FEET NAVD						
W Swann Ave and S Audubon Ave (NRU0790)	15.7 to 16.0	14.9	16.2	16.9	17.3	17.6	17.9
W Swann Ave and S Tampania Ave (NRU0810)	16.6 to 17.0	17.1	17.1	17.1	17.3	17.6	17.9
W Swann Ave and S Armenia Ave (NRU1230)	17.3 to 17.8	13.2	14.5	15.4	16.0	16.5	17.0
S Audubon Ave and W Fountain Blvd (NRU0770)	15.7	12.9	14.8	15.6	16.2	16.6	17.1
W Parkland Blvd at park (NRU0750)	16.4	13.6	15.2	16.1	16.6	16.9	17.4
W Parkland Blvd at W Fountain Blvd (NRU1090)	16.5	12.6	14.6	15.5	16.1	16.5	17.0
W Parkland Blvd at S Lakeview Rd (NRU1110)	16.9	12.2	14.4	15.3	15.9	16.3	16.8

Table 3: Mean Annual, 5-, 10-, 25-, 50- and 100-year/8-Hour Storm Event under Recommended Alternative

PROPOSED CONDITIONS PEAK STAGES (24-HOUR STORM)							
LOCATION AND XP-SWMM NODE	ROAD EOP ELEVATION OR LOWEST INLET THROAT	MEAN ANNUAL PEAK STAGE	5-YEAR PEAK STAGE	10-YEAR PEAK STAGE	25-YEAR PEAK STAGE	50-YEAR PEAK STAGE	100-YEAR PEAK STAGE
	FEET NAVD						
Swann Ave and Audubon Ave (NRU0790)	15.7 to 16.0	14.6	15.4	16.9	17.4	17.8	18.0
Swann Ave and Tampania Ave (NRU0810)	16.6 to 17.0	17.1	17.1	17.2	17.4	17.8	18.0
Swann Ave and Armenia Ave (NRU1230)	17.3 to 17.8	13.2	13.7	15.6	16.4	17.0	17.4
Audubon Ave and W. Fountain Blvd (NRU0770)	15.7	12.7	14.0	15.8	16.5	17.1	17.5
W. Parkland Blvd at park (NRU0750)	16.4	13.6	14.5	16.2	16.8	17.4	17.7
W. Parkland Blvd at W. Fountain Blvd (NRU1090)	16.5	12.5	13.8	15.6	16.4	17.0	17.4
W. Parkland Blvd at S. Lakeview Rd (NRU1110)	16.9	12.1	13.6	15.46	16.3	16.9	17.3

Table 4: Mean Annual, 5-, 10-, 25-, 50- and 100-year/24-Hour Storm Event under Recommended Alternative

As can be seen in the above tables, some of the reported locations outside of the S. Audubon Avenue and W. Fountain Boulevard intersection do not meet the 5-year, 8-hour Level of Service and many still show flooding conditions in other design storm events. It is important to note however, that substantial benefits are realized across the system. While the peak stages achieved may not provide a “no flooding” result everywhere in the specified design storm event, the flood depths and durations are significantly reduced.

JMT prepared conceptual construction plans for the box culvert. These plans are included in Appendix C and were utilized by the City to prepare an engineer’s estimate of cost for the recommended project. That cost estimate is included in Appendix D and resulted in a preliminary project cost of \$45,362,600.

To evaluate the cost effectiveness for the project, the methodology set forth by the Southwest Florida Water Management District (SWFWMD) in their Cooperative Funding Initiative (CFI) Application

APPENDIX D

COST ESTIMATE

Upper Peninsula - East -- Flood Relief Project				
Preliminary Opinion of Probable Construction & Total Project Costs				
9/23/2021				
Item #	Item Description	Quantity / Units	Unit Price	Amount
1	Mobilization/Demobilization	1 LS	\$ 200,000	\$ 200,000
2	Performance and Payment Bond/Insurance	1 LS	\$ 600,000	\$ 600,000
3	General Conditions	1 LS	\$ 4,200,000	\$ 4,200,000
4	Construction Stakeout/As-builts	1 LS	\$ 500,000	\$ 500,000
5	Construction Engineering and Inspection	1 LS	\$ 1,600,000	\$ 1,600,000
6	Maintenance of Traffic	1 LS	\$ 800,000	\$ 800,000
7	Materials Testing	1 LS	\$ 400,000	\$ 400,000
8	Permitting	1 LS	\$ 40,000	\$ 40,000
9	Utility Coordination	1 LS	\$ 280,000	\$ 280,000
10	Public Outreach	1 LS	\$ 200,000	\$ 200,000
11	Temporary driveway and road repairs	1 LS	\$ 760,000	\$ 760,000
12	Citizen Accommodations	1 LS	\$ 200,000	\$ 200,000
13	Sedimentation and Erosion Control	1 LS	\$ 200,000	\$ 200,000
14	Demolish & Remove Existing Infrastructure	1 LS	\$ 200,000	\$ 200,000
15	Concrete Box Culvert, 5x12	2450 LF	\$ 1,950	\$ 4,777,500
16	Concrete Box Culvert, 5x10	2950 LF	\$ 1,850	\$ 5,457,500
17	Reinforced Concrete Pipe, 54"	500 LF	\$ 450	\$ 225,000
18	Reinforced Concrete Pipe, 48"	650 LF	\$ 360	\$ 234,000
19	Reinforced Concrete Pipe, 36"	425 LF	\$ 260	\$ 110,500
20	Reinforced Concrete Pipe, 15"-30"	4500 LF	\$ 180	\$ 810,000
21	Cast-in-place RC Junction Box	4 EA	\$ 200,000	\$ 800,000
22	Pre-cast Storm Sewer Structures	125 EA	\$ 6,500	\$ 812,500
23	Access Manholes	12 EA	\$ 3,800	\$ 45,600
24	Sanitary sewer relocation	1 LS	\$ 3,800,000	\$ 3,800,000
25	Potable water relocation	1 LS	\$ 2,400,000	\$ 2,400,000
26	Right-of-way Restoration	1 LS	\$ 5,200,000	\$ 5,200,000
Subtotal				\$ 34,852,600
Contingency @ 15%			\$ 5,230,000	\$ 5,230,000
Design Build fee @ 8%			\$ 2,790,000	\$ 2,790,000
Total Preliminary Construction Cost				\$ 42,872,600
Engineering Design & Pre-Design Services @ 7%			\$ 2,440,000	\$ 2,440,000
Third Party Review Fee @ 0.15%			\$ 50,000	\$ 50,000
Total Preliminary Project Cost				\$ 45,362,600



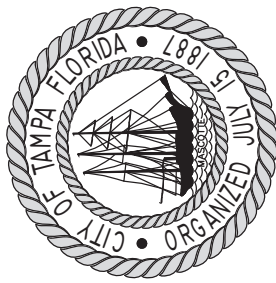
Legend

- Potential Surface Amenities
- Proposed Stormwater Pipes & Box Culvert
- Existing Box Culvert

Project Map

South Howard Flood Relief and Streetscape Project

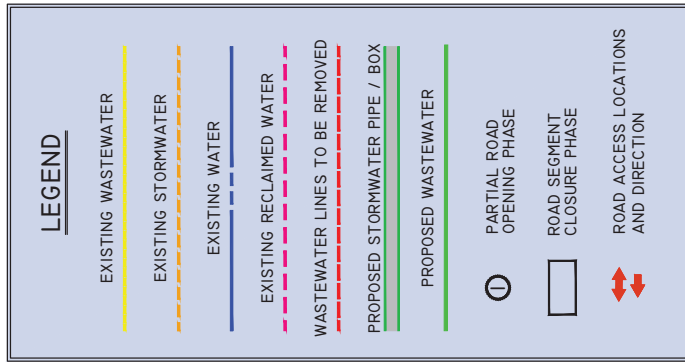
City of Tampa
Mobility - Stormwater Engineering



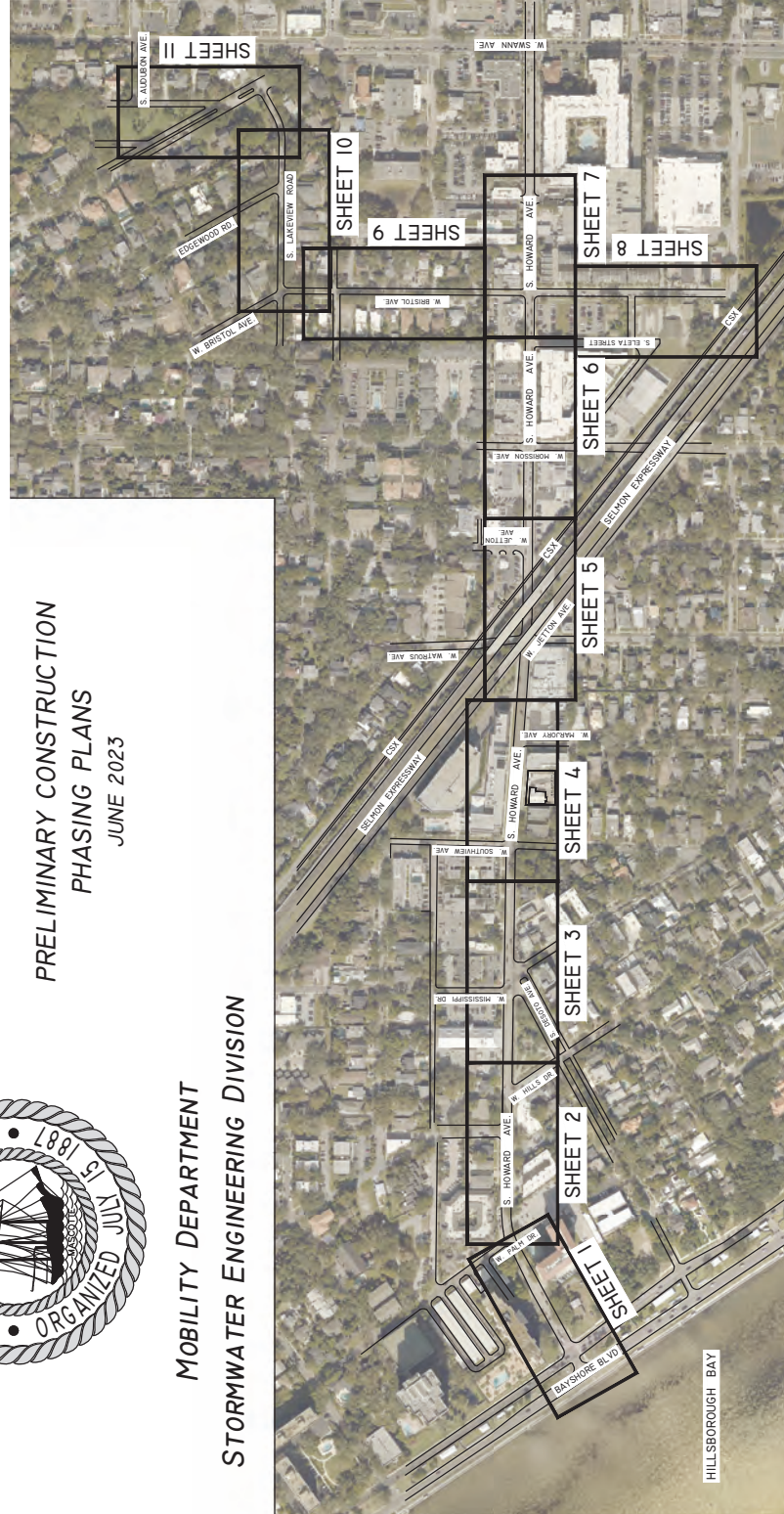
SOUTH HOWARD FLOOD RELIEF
STREETSCAPE PROJECT

PRELIMINARY CONSTRUCTION
PHASING PLANS
JUNE 2023

MOBILITY DEPARTMENT
STORMWATER ENGINEERING DIVISION



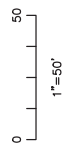
DRAFT
6/20/2023



INDEX MAP
NOT TO SCALE

SOUTH HOWARD FLOOD RELIEF AND STREETSCAPE PRELIMINARY CONSTRUCTION PHASING PLAN		City of Tampa Mobility Department Stormwater Engineering Division	
DES: DRN: 28 CKD: DATE: MAR. 2023		REVISIONS	
No.	DATE		
3			
2			
1			

RICHARD ALFRED HOEL, P.E. #41026
 CHIEF ENGINEER



NOTE: ALL UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. ACTUAL LOCATIONS WILL BE VERIFIED BEFORE BEGINNING CONSTRUCTION.

NOTE:

RICHARD ALFRED HOEL, P.E. #41026 CHIEF ENGINEER SOUTH HOWARD FLOOD RELIEF AND STREETScape PRELIMINARY CONSTRUCTION PHASING PLAN SHEET 11 of 11	
CITY of TAMPA Mobility Department Stormwater Engineering Division	
DES: DRW: CKD: DATE:	
REVISIONS	
No.	DATE
3	
2	
1	

EXHIBIT “G”

Resolution No. 2026-777 (File No. INF26-26418; Item 68, adopted September 17, 2026) amending the FY2026 budget to fund “Stormwater – South Howard Flood Relief and Streetscape” (the Budget Resolution), with its Summary Sheet, Attachment and Agenda Item Request

RESOLUTION NO. 2026- 777

A RESOLUTION MAKING CERTAIN CHANGES IN THE BUDGET OF THE CITY OF TAMPA FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; APPROVING THE TRANSFER, REALLOCATION, AND/OR APPROPRIATION OF \$50,323,966 WITHIN THE STORMWATER IMPROVEMENT ASSESSMENT FUND, STORMWATER BOND SERIES 2018 FUND, STORMWATER BOND SERIES 2021 FUND, STORMWATER BOND SERIES 2023 FUND, STORMWATER GRANTS FUND, STORMWATER IMPROVEMENT FUTURE DEBT FUND, STORMWATER CAPITAL PROJECTS FUND, AND THE CIT SERIES 2016 BONDS CAPITAL PROJECT FUND FOR THE SOUTH HOWARD FLOOD RELIEF AND STREETScape PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, additional revenue or unappropriated surplus, or funds previously appropriated which are no longer needed for their original purpose, are available for transfer, reallocation and/or appropriation to accounts within the Stormwater Grants Fund, and such transfer, reallocation and/or appropriation is for a necessary municipal purpose.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. The transfer, reallocation, and/or appropriation of the sum of \$50,323,966 within the Stormwater Improvement Assessment Fund, Stormwater Bond Series 2018 Fund, Stormwater Bond Series 2021 Fund, Stormwater Bond Series 2023 Fund, Stormwater Grants Fund, Stormwater Improvement Future Debt Fund, Stormwater Capital Projects Fund, and the CIT Series 2016 Bonds Capital Project Fund, as set forth below, is hereby approved.

<u>Stormwater Improvement Assessment</u>	<u>Increase</u>	<u>Decrease</u>
Revenue Budget:		
Transfer from Stormwater Capital Project Fund	\$506,016	\$
	<u>\$506,016</u>	<u>\$</u>
Expenditure Budget:		
Stormwater - South Howard Flood Relief and Streetscape	\$3,803,633	
Stormwater - Lower Peninsula Watershed Plan	\$	\$9,073
Stormwater - Rogers Park Drainage Improvements	\$	\$8,560
Stormwater - 56th Street & Broadway Avenue Flooding Relief	\$	\$1,069,294
Stormwater - Krental from Kennedy to Cleveland Flooding Relief	\$	\$875,006

Stormwater - Everina Street from Carrington Avenue to Coachman Avenue Flooding Relief	\$	\$190,078
Stormwater - Newport, Willow, Orleans, and Watrous Avenue Groundwater Diversions	\$	\$98,451
Stormwater - Lake Roberta Sediment Trap Upgrade	\$	\$81,608
Stormwater - 4801 Neptune Way Stormwater Improvements	\$	\$673,994
Stormwater - Clark Street and 30th Street Pipe Relocation	\$	\$291,553
	<u>\$3,803,633</u>	<u>\$3,297,617</u>
<u>Stormwater Bond Series 2018 Fund</u>	<u>Increase</u>	<u>Decrease</u>
Expenditure Budget:		
Stormwater - South Howard Flood Relief and Streetscape	\$31,291	\$
Stormwater - Virginia Avenue Pumping Station Improvements	\$	\$31,291
	<u>\$31,291</u>	<u>\$31,291</u>
<u>Stormwater Bond Series 2021 Fund</u>	<u>Increase</u>	<u>Decrease</u>
Revenue Budget:		
Stormwater – Unassigned Use of Fund Balance	\$1,808,176	\$
	<u>\$1,808,176</u>	<u>\$</u>
Expenditure Budget:		
Stormwater - South Howard Flood Relief and Streetscape	\$5,908,778	\$
Stormwater - Lower Peninsula Watershed Plan	\$	\$4,100,602
	<u>\$5,908,778</u>	<u>\$4,100,602</u>
<u>Stormwater Bond Series 2023 Fund</u>	<u>Increase</u>	<u>Decrease</u>
Revenue Budget:		
Stormwater – Unassigned Use of Fund Balance	\$501,523	\$
	<u>\$501,523</u>	<u>\$</u>
Expenditure Budget:		
Stormwater - South Howard Flood Relief and Streetscape	\$501,523	\$
	<u>\$501,523</u>	<u>\$</u>
<u>Stormwater Capital Projects Fund</u>	<u>Increase</u>	<u>Decrease</u>
Revenue Budget:		
Stormwater – Unassigned Use of Fund Balance	\$506,016	\$

	<u>\$506,016</u>	<u>\$</u>
Expenditure Budget:		
Transfer to Stormwater Improvement Assessment	<u>\$506,016</u>	<u>\$</u>
	<u>\$506,016</u>	<u>\$</u>
	<u>Increase</u>	<u>Decrease</u>
<u>Stormwater Improvement Future Debt Fund</u>		
Revenue Budget:		
Stormwater – Debt Proceeds	<u>\$25,906,845</u>	<u></u>
	<u>\$25,906,845</u>	<u>\$</u>
Expenditure Budget:		
Stormwater - South Howard Flood Relief and Streetscape	<u>\$25,906,845</u>	<u>\$</u>
	<u>\$25,906,845</u>	<u>\$</u>
	<u>Increase</u>	<u>Decrease</u>
<u>Stormwater Grants Fund</u>		
Revenue Budget:		
Stormwater – THEA Interlocal Agreement	<u>\$11,000,000</u>	<u>\$</u>
	<u>\$11,000,000</u>	<u>\$</u>
Expenditure Budget:		
Stormwater - South Howard Flood Relief and Streetscape	<u>\$11,000,000</u>	<u>\$</u>
	<u>\$11,000,000</u>	<u>\$</u>
	<u>Increase</u>	<u>Decrease</u>
<u>CIT Series 2016 Bonds Capital Projects Fund</u>		
Revenue Budget:		
Stormwater – Unassigned Use of Fund Balance	<u>\$387,713</u>	<u>\$</u>
	<u>\$387,713</u>	<u>\$</u>
Expenditure Budget:		
Stormwater - South Howard Flood Relief and Streetscape	<u>\$3,171,896</u>	<u>\$</u>
Transportation - Brorien Street Bridge Rehab	<u>\$</u>	<u>\$1,638,776</u>
Transportation - Cass Street Bridge	<u>\$</u>	<u>\$1,145,407</u>
	<u>\$3,171,896</u>	<u>\$2,784,183</u>

Section 2. The changes in the Budget of the City of Tampa for the fiscal year ending September 30, 2026, as herein authorized, shall take effect immediately upon the adoption of this Resolution by the City Council and the approval thereof by the Mayor.

Section 3. The proper officers of the City of Tampa are hereby authorized and empowered to do all things necessary to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida on SEP 17 2026.

CHAIR, CHAIR PRO-TEM CITY COUNCIL

ATTEST:

Shirley F. Humes
CITY CLERK/DEPUTY CITY CLERK

Approved by me on 9/22/26

APPROVED AS TO FORM:

Justin R. Vaske e/s
JUSTIN R. VASKE, SR. ASSISTANT CITY ATTORNEY

Jane Castor
JANE CASTOR, MAYOR



City of Tampa
Agenda Item Request
Department: Revenue and Finance

Council Regular

Submittal Date: 8/13/2026
Requested Meeting Date: 8/27/2026
Type of Request: Council Resolution
Contact: Adam Hanes 813-274-7269
Subject: Financial Resolution for the South Howard Flood Relief and Streetscape Project. (Part 3 of 4).

Resolution / Ordinance Title A resolution making certain changes in the budget of the City of Tampa for the fiscal year ending September 30, 2026; approving the transfer, reallocation, and/or appropriation of \$50,323,966 within the Stormwater Improvement Assessment Fund, Stormwater Bond Series 2018 Fund, Stormwater Bond Series 2021 Fund, Stormwater Bond Series 2023 Fund, Stormwater Improvement Future Debt Fund, Stormwater Grants Fund, Stormwater Capital Projects Fund, and the CIT Series 2016 Bonds Capital Fund for the South Howard Flood Relief and Streetscape Project; providing and effective date.
Part 3 of 4.

BACKGROUND:

This resolution appropriates and reallocates \$50,323,966 for the South Howard Flood Relief and Streetscape project. Current project funding will make up the remaining amount of the total GMP contract price of \$92,712,980.91. Project funding will be appropriated and reallocated within the Stormwater Improvement Assessment Fund, Stormwater Bond Series 2018 Fund, Stormwater Bond Series 2021 Fund, Stormwater Bond Series 2023 Fund, Stormwater Grants Fund, Stormwater Improvement Future Debt Fund, and the CIT Series 2016 Bonds Capital Project Fund. Funding will be transferred to the Stormwater Improvement Assessment Fund from the Stormwater Capital Projects Fund.

FISCAL IMPACT: Yes

FISCAL IMPACT STATEMENT:

This resolution appropriates and reallocates \$50,323,966 for the South Howard Flood Relief and Streetscape project. These funds will be for use by the Stormwater Department within the Stormwater Improvement Assessment Fund, Stormwater Bond Series 2018 Fund, Stormwater Bond Series 2021 Fund, Stormwater Bond Series 2023 Fund, Stormwater Grants Fund, Stormwater Improvement Future Debt Fund, and the CIT Series 2016 Bonds Capital Project Fund.

PROJECTED COSTS: 31700.241800.381000.0000000 \$506,016 FY2026 (Revenue Increase)

Stormwater Improvement Assessment Fund. Stormwater Department. Inter-Fund Group Transfers in Non-Operating.

31700.241800.563000.1002448 \$3,803,633 FY2026 (Expenditure Increase)

Stormwater Improvement Assessment Fund. Stormwater Department. Infrastructure. South Howard Flood relief and Streetscape.

31700.241800.563000.1000750 \$9,073 FY2026 (Expenditure Decrease)
Stormwater Improvement Assessment Fund. Stormwater Department. Infrastructure. Lower Peninsula Watershed Plan.

31700.241800.560005.1001170 \$8,560 FY2026 (Expenditure Decrease)
Stormwater Improvement Assessment Fund. Stormwater Department. Professional Services Capital. Rogers Park Drainage Improvements.

31700.241800.563000.1001420 \$1,069,294 FY2026 (Expenditure Decrease)
Stormwater Improvement Assessment Fund. Stormwater Department. Infrastructure. 56th Street & Broadway Avenue Flooding Relief.

31700.241800.561000.1001440 \$875,006 FY2026 (Expenditure Decrease)
Stormwater Improvement Assessment Fund. Stormwater Department. Land. Krental from Kennedy to Cleveland Flooding Relief.

31700.241800.563000.1001586 \$190,078 FY2026 (Expenditure Decrease)
Stormwater Improvement Assessment Fund. Stormwater Department. Infrastructure. Everina Street from Carrington Avenue to Coachman Avenue Flooding Relief.

31700.241800.560005.1001588 \$98,451 FY2026 (Expenditure Decrease)
Stormwater Improvement Assessment Fund. Stormwater Department. Professional Services Capital. Newport, Willow, Orleans, and Watrous Avenue Groundwater Diversions.

31700.241800.563000.1001589 \$81,608 FY2026 (Expenditure Decrease)
Stormwater Improvement Assessment Fund. Stormwater Department. Infrastructure. Lake Roberta Sediment Trap Upgrade.

31700.241800.563000.1001949 \$673,994 FY2026 (Expenditure Decrease)
Stormwater Improvement Assessment Fund. Stormwater Department. Infrastructure. 4801 Neptune Way Stormwater Improvements.

31700.241800.563000.1002113 \$291,553 FY2026 (Expenditure Decrease)
Stormwater Improvement Assessment Fund. Stormwater Department. Infrastructure. Clark Street and 30th Street Pipe Relocation

31800.241800.563000.1002448 \$31,291 FY2026 (Expenditure Increase)
Stormwater Bond Series 2018 Fund. Stormwater Department. Infrastructure. South Howard Flood relief and Streetscape.

31800.241800.563000.1001597 \$31,291 FY2026 (Expenditure Decrease)
Stormwater Bond Series 2018 Fund. Stormwater Department. Infrastructure. Virginia Avenue Pumping Station Improvements.

31801.241800.369936.0000000 \$1,808,176 FY2026 (Revenue Increase)
Stormwater Bond Series 2021 Fund. Stormwater Department. Unassigned Use of Fund Balance.

31801.241800.563000.1002448 \$5,908,778 FY2026 (Expenditure Increase)
Stormwater Bond Series 2021 Fund. Stormwater Department. Infrastructure. South Howard Flood relief and Streetscape.

31801.241800.563000.1000750 \$4,100,602 FY2026 (Expenditure Decrease)
Stormwater Bond Series 2021 Fund. Stormwater Department. Infrastructure. Lower Peninsula Watershed Plan.

31802.241800.369936.0000000 \$501,523 FY2026 (Revenue Increase)
Stormwater Bond Series 2023 Fund. Stormwater Department. Unassigned Use of Fund Balance.

31802.241800.563000.1002448 \$501,523 FY2026 (Expenditure Increase)
Stormwater Bond Series 2023 Fund. Stormwater Department. Infrastructure. South Howard Flood relief and Streetscape.

31000.241800.369936.0000000 \$506,016 FY2026 (Revenue Increase)
Stormwater Capital Projects Fund. Stormwater Department. Unassigned Use of Fund Balance.

31000.241800.591000.0000000 \$506,016 FY2026 (Expenditure Increase)
Stormwater Capital Projects Fund. Stormwater Department. Intragovernmental Transfers.
31803.241800.384001.0000000 \$25,906,845 FY2026 (Revenue Increase)
Stormwater Improvement Future Debt Fund. Stormwater Department. Bond Proceeds.
31803.241800.563000.1002448 \$25,906,845 FY2026 (Expenditure Increase)
Stormwater Improvement Future Debt Fund. Stormwater Department. Infrastructure. South
Howard Flood relief and Streetscape.
30900.241800.337100.0000000 \$11,000,000 FY2026 (Revenue Increase)
Stormwater Grants Fund. Stormwater Department. Local Government Unit Grant - General
Government.
30900.241800.563000.1002448 \$11,000,000 FY2026 (Expenditure Increase)
Stormwater Grants Fund. Stormwater Department. Infrastructure. South Howard Flood relief
and Streetscape.
30250.241800.369936.0000000 \$387,713 FY2026 (Revenue Increase)
CIT Series 2016 Bonds Capital Projects Fund. Stormwater Department. Unassigned Use of
Fund Balance.
30250.241800.563000.1002448 \$3,171,896 FY2026 (Expenditure Increase)
CIT Series 2016 Bonds Capital Projects Fund. Stormwater Department. Infrastructure. South
Howard Flood relief and Streetscape.
30250.243000.563001.1000248 \$1,638,776 FY2026 (Expenditure Decrease)
CIT Series 2016 Bonds Capital Projects Fund. Transportation Department. Improvements
Other Than Buildings. Brorien Street Bridge Rehab.
30250.243000.563001.1000446 \$1,145,407 FY2026 (Expenditure Decrease)
CIT Series 2016 Bonds Capital Projects Fund. Transportation Department. Improvements
Other Than Buildings. Cass Street Bridge.

Approver	Timestamp	Role
Adam Hanes	8/14/2026 12:53:08 PM	Submitter
Ken Farrell	8/14/2026 12:55:06 PM	Department Head
Alexander Awad	8/14/2026 1:18:18 PM	Mobility
Erin Bradley	8/14/2026 1:43:54 PM	Attorney Coordinator
Justin Vaske	8/14/2026 2:56:47 PM	Assistant City Attorney
Erin Bradley	8/14/2026 4:22:47 PM	City Attorney
BRAD BAIRD	8/14/2026 4:39:47 PM	Infrastructure and Mobility
Chauncey Rotimi	8/17/2026 7:50:04 AM	Finance Coordinator
Adam Hanes	8/17/2026 1:53:51 PM	Finance Fiscal and Lead Analyst
Ty Hawthorne	8/17/2026 2:01:24 PM	Budget Operating Manager
Michael Perry	8/27/2026 10:22:33 AM	Budget Officer
Dennis Rogero	8/28/2026 11:43:21 AM	Chief Financial Officer
Phyllis Ho-Zuhars	8/28/2026 12:00:39 PM	Chief of Staff
JOHN BENNETT	8/28/2026 2:46:45 PM	Mayor

EXHIBIT “H”

Resolution No. 2016-684, adopted August 25, 2016, supplementing
Resolution No. 2001-1209 and authorizing the City of Tampa,
Florida Sales Tax Refunding and Improvement Revenue Bonds,
Series 2016: excerpt consisting of the body of the resolution and
Exhibit A (General Description of the Series 2016 Project)

B Agmt

RESOLUTION NO. 2016- 684

A RESOLUTION OF THE CITY OF TAMPA, FLORIDA SUPPLEMENTING RESOLUTION NO. 2001-1209 ADOPTED BY THE CITY COUNCIL ON OCTOBER 4, 2001, AS PREVIOUSLY AMENDED AND SUPPLEMENTED; AUTHORIZING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS WITHIN THE CITY; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$70,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF TAMPA, FLORIDA SALES TAX REFUNDING AND IMPROVEMENT REVENUE BONDS, SERIES 2016, THE PROCEEDS OF WHICH WILL BE USED TO FINANCE A PORTION OF THE COSTS OF SUCH CAPITAL IMPROVEMENTS AND TO REFUND ALL OR A PORTION OF THE CITY'S OUTSTANDING SALES TAX REVENUE BONDS, SERIES 2006, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AUTHORIZING THE AWARDING OF SAID BONDS PURSUANT TO A PUBLIC BID; DELEGATING CERTAIN AUTHORITY TO THE MAYOR FOR THE AWARD OF THE BONDS AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID SERIES 2016 BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS AND THE EXECUTION AND DELIVERY OF A REGISTRAR AND PAYING AGENT AGREEMENT; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; ESTABLISHING A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THE BONDS; APPOINTING AN ESCROW AGENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; DELEGATING AUTHORITY TO THE MAYOR TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE SERIES 2016 BONDS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, on October 4, 2001, the City Council (the "Council") of the City of Tampa, Florida (the "Issuer") duly adopted Resolution No. 2001-1209, as previously amended and supplemented (the "Resolution"), pursuant to which there has been issued and are outstanding the Issuer's Sales Tax Revenue Bonds, Series 2006 (the "Series 2006 Bonds") and Sales Tax Refunding Revenue Bonds, Series 2010 (the "Series 2010 Bonds").

WHEREAS, the Issuer hereby determines that various capital improvements within the Issuer should be acquired, constructed and equipped in order to improve the health, safety and welfare of the Issuer's inhabitants, such capital improvements being generally described in Exhibit A hereto and more particularly described in the records, plans and specifications on file with the Issuer, as the same may be amended or supplemented from time to time (the "Series 2016 Project").

WHEREAS, the Issuer hereby deems it to be in its best interests to refund a portion of the outstanding Series 2006 Bonds in order to achieve debt service savings; the specific maturities (or portions thereof) of such Series 2006 Bonds to be refunded will be determined by the Mayor, upon the advice of the Issuer's Financial Advisor, Public Resources Advisory Group, Inc. (the "Financial Advisor"), in accordance with the provisions hereof and shall be referred to herein as the "Refunded Bonds."

WHEREAS, the Resolution provides for the issuance of Additional Bonds (as defined in the Resolution) on a parity basis with the outstanding Series 2010 Bonds and that portion of the Series 2006 Bonds which are not refunded as provided herein (collectively, with the Series 2010 Bonds, the "Parity Bonds"), for the principal purposes of financing costs of the Series 2016 Project and refunding the Refunded Bonds, upon meeting certain requirements set forth in the Resolution.

WHEREAS, in order to finance costs of the Series 2016 Project and refund the Refunded Bonds the Issuer deems it to be in its best interest to issue its City of Tampa, Florida Sales Tax Refunding and Improvement Revenue Bonds, Series 2016 (the "Series 2016 Bonds").

WHEREAS, a portion of the proceeds derived from the sale of the Series 2016 Bonds, together with other legally available moneys of the Issuer, shall be deposited to a special escrow deposit trust fund (the "Escrow Fund") to purchase certain direct, non-callable U.S. Treasury obligations (the "Federal Securities") which shall be sufficient, together with the investment earnings therefrom and a cash deposit, if any, to pay the Refunded Bonds as the same become due and payable or are redeemed prior to maturity, all as provided herein and in the hereinafter described Escrow Deposit Agreement; provided however, upon the advice of the Financial Advisor, the Mayor may determine to fund the Escrow Fund entirely with cash to be held uninvested.

WHEREAS, in accordance with Section 218.385, Florida Statutes, the Series 2016 Bonds shall be advertised for competitive bids pursuant to the Notice of Sale, the form of which is attached hereto as Exhibit B (the "Notice of Sale").

WHEREAS, pursuant to the Notice of Sale, any competitive bids to purchase the Series 2016 Bonds received in accordance with the Notice of Sale on such date and time as is determined by the Mayor in accordance with the terms and provisions of the Notice of Sale, shall be publicly opened and announced.

WHEREAS, due to the present volatility and uncertainty of the market for tax-exempt obligations such as the Series 2016 Bonds, it is desirable for the Issuer to be able to advertise and award the Series 2016 Bonds at the most advantageous time and date which shall be determined by the Mayor upon the advice of the Financial Advisor and, accordingly, the Council hereby determines to delegate the advertising and awarding of the Series 2016 Bonds to the Mayor within the parameters described herein.

WHEREAS, it is necessary and appropriate that the Council determine certain parameters for the terms and details of the Series 2016 Bonds and to delegate certain authority to the Mayor for the award of the Series 2016 Bonds and the approval of the terms of the Series 2016 Bonds in accordance with the provisions hereof, and of the Notice of Sale.

WHEREAS, in the event Bond Counsel to the Issuer shall determine that the Series 2016 Bonds have not been awarded competitively in accordance with the provisions of Section 218.385, Florida Statutes, the Council shall adopt such resolutions and make such findings as shall be necessary to authorize and ratify a negotiated sale of the Series 2016 Bonds in accordance with said Section 218.385, Florida Statutes.

WHEREAS, the form, terms and details of the Series 2016 Bonds shall be determined in accordance with this Supplemental Resolution and the Resolution.

WHEREAS, the Resolution contemplates that the Series 2016 Bonds shall mature on such dates and in such amounts, shall bear such rates of interest, shall be payable in such places and shall be subject to such redemption provisions as shall be determined by subsequent resolution adopted by the Issuer; and it is now appropriate that the Issuer set forth the parameters and mechanism to determine such terms and details.

WHEREAS, the principal of and interest on the Series 2016 Bonds and all required sinking fund, reserve and other payments required by the Resolution shall be limited obligations of the Issuer, payable from the Pledged Revenues (as defined in the Resolution), in the manner provided in the Resolution; the Series 2016 Bonds shall not constitute a general obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provisions and neither the State of Florida, nor any

political subdivision thereof, nor the Issuer shall be obligated (i) to exercise its ad valorem taxing power in any form on any real or personal property of or in the Issuer to pay the principal of the Series 2016 Bonds, the interest thereon, or other costs incidental thereto or (ii) to pay the same from any other funds of the Issuer except from the Pledged Revenues and any other sources of funds set forth in the Resolution, in the manner and to the extent provided in the Resolution.

WHEREAS, the covenants, pledges and conditions in the Resolution shall be applicable to the Series 2016 Bonds herein authorized and said Series 2016 Bonds shall be on a parity under the Resolution with the Parity Bonds and all Additional Bonds (as defined in the Resolution) hereafter issued pursuant to the Resolution in the manner and to the extent provided herein and in the Resolution, and shall constitute "Bonds" within the meaning of the Resolution; provided, however, any accounts or subaccounts established within the Reserve Fund (as defined in the Resolution) that secure a particular series of Bonds (as defined in the Resolution) shall only secure the series of Bonds for which they were established and the Series 2016 Bonds shall be the only series of Bonds to be secured by the Series 2016 Reserve Account established pursuant to Section 10(A) of this Supplemental Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA that:

SECTION 1. DEFINITIONS. When used in this Supplemental Resolution, terms defined in the Resolution shall have the meanings therein stated, except as such definitions shall be hereinafter amended and defined.

SECTION 2. AUTHORITY FOR THIS SUPPLEMENTAL RESOLUTION. This Supplemental Resolution is adopted pursuant to the provisions of Section 212.055(2), Florida Statutes, Chapter 166, Florida Statutes, the Charter of the Issuer, the Constitution of the State of Florida and all other applicable laws.

SECTION 3. AUTHORIZATION OF SERIES 2016 PROJECT AND REFUNDING OF THE REFUNDED BONDS. The Issuer hereby authorizes the acquisition, construction and equipping of the Series 2016 Project and the current refunding of the Refunded Bonds pursuant to the terms of the Resolution, this Supplemental Resolution and the hereinafter described Escrow Deposit Agreement.

SECTION 4. DESCRIPTION OF THE SERIES 2016 BONDS. The Issuer hereby authorizes the issuance of a series of Bonds in the aggregate principal amount not to exceed \$70,000,000 to be known as the "City of Tampa, Florida Sales Tax Refunding and Improvement Revenue Bonds, Series 2016" (or such other designation as the Mayor may determine), for the principal purposes of financing costs of the Series 2016 Project and refunding the Refunded Bonds. The aggregate principal amount of Series 2016 Bonds to be issued pursuant to the Resolution shall be determined by the

Mayor on or prior to the sale of the Series 2016 Bonds provided such aggregate principal amount does not exceed \$70,000,000. The Series 2016 Bonds shall be dated their date of delivery (or such other date as shall be determined by the Mayor), shall be issued in the form of fully registered Bonds in denominations of \$5,000 or any integral multiple thereof, shall be numbered consecutively from one upward in order of maturity preceded by the letter "R", and shall bear interest from their dated date, payable semi-annually, on April 1 and October 1 of each year (the "Interest Dates"), commencing on April 1, 2017 (or such other date as shall be determined by the Mayor).

Principal and interest on the Series 2016 Bonds shall be payable by U.S. Bank National Association, Orlando, Florida, as Paying Agent, in accordance with the provisions of the Resolution, particularly Sections 4.02 and 4.03 thereof. All payments of principal, premium, if applicable, and interest on the Series 2016 Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The Series 2016 Bonds shall bear interest at such rates and shall have such prices or yields, shall mature on October 1 of each of the years and in the principal amounts corresponding to such years, as determined by the Mayor upon the advice of the Financial Advisor, subject to the conditions set forth in this Section 4 and the provisions of the Notice of Sale. The final maturity of the Series 2016 Bonds shall not be later than October 1, 2026. The terms of the Series 2016 Bonds will be included in a certificate to be executed by the Mayor or the Chief Financial Officer following the award of the Series 2016 Bonds (the "Award Certificate") and shall be set forth in the final Official Statement, as described herein.

The Mayor is authorized and directed to determine, upon the advice of the Financial Advisor, whether any portion of the Series 2016 Bonds shall be insured by the Bond Insurance Policy described in Section 17(A) hereof or whether the Series 2016 Bonds will be issued uninsured.

The Mayor is authorized and directed to determine, upon the advice of the Financial Advisor, the Reserve Requirement for the Series 2016 Bonds, which Reserve Requirement may be \$0, and, if it is determined that the Reserve Requirement is greater than \$0, whether to fund the Series 2016 Reserve Account with proceeds of the Series 2016 Bonds or the Reserve Product described in Section 17(B) hereof.

SECTION 5. AWARD OF SERIES 2016 BONDS. The Mayor, on behalf of the Issuer and only in accordance with the terms hereof and of the Notice of Sale, shall award the Series 2016 Bonds to the underwriter or underwriters (the "Underwriters") that submit a bid proposal which complies in all respects with the Resolution, this Supplemental Resolution and the Notice of Sale and offers to purchase the Series 2016 Bonds at the lowest true interest cost to the Issuer, as calculated by the Financial Advisor, in accordance with the terms and provisions of the Notice of Sale; provided, however, the

Series 2016 Bonds shall not be awarded to any bidder unless the true interest cost set forth in the winning bid (as calculated by the Financial Advisor) is equal to or less than 3.00%. In accordance with the provisions of the Notice of Sale, the Mayor may, in his sole discretion, reject any and all bids.

SECTION 6. REDEMPTION PROVISIONS FOR SERIES 2016 BONDS. The Series 2016 Bonds shall not be subject to redemption prior to maturity.

SECTION 7. BOOK-ENTRY. Notwithstanding the provisions set forth in Section 4.07 of the Resolution, the Series 2016 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2016 Bond for each maturity. Upon initial issuance, the ownership of the Series 2016 Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). As long as the Series 2016 Bonds shall be registered in the name of Cede & Co., all payments on the Series 2016 Bonds shall be made by the Paying Agent by check or draft or by bank wire transfer to Cede & Co., as Holder of the Series 2016 Bonds. All of the provisions of Section 4.11 of the Resolution shall apply with respect to the Series 2016 Bonds. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the existing Blanket Issuer Letter of Representations previously executed by the Issuer and delivered to DTC shall apply to the payment of principal and interest on the Series 2016 Bonds.

SECTION 8. FORM OF SERIES 2016 BONDS. The text of the Series 2016 Bonds, together with the Registrar's Certificate of Authentication shall be substantially in the form attached to the Resolution as Exhibit B, with such omissions, insertions and variations as may be necessary or desirable and authorized or permitted by the Resolution or any subsequent resolution adopted prior to the issuance thereof, or as may be necessary to comply with applicable laws, rules and regulations of the United States, the State of Florida and the Issuer in effect upon the issuance thereof.

SECTION 9. APPLICATION OF SERIES 2016 BOND PROCEEDS. Subject in all respects to the award of the Series 2016 Bonds in accordance with this Supplemental Resolution and the Notice of Sale, the proceeds derived from the sale of the Series 2016 Bonds shall be applied by the Issuer simultaneously with the delivery thereof as follows:

(A) A sufficient amount of Series 2016 Bond proceeds, together with other legally available moneys of the Issuer, shall be deposited irrevocably in trust in the Escrow Fund established under the terms and provisions of the hereinafter defined Escrow Deposit Agreement and shall be invested in cash and/or Federal Securities in the manner set forth in the Escrow Deposit Agreement, which investments, if any, shall mature at such times and in such amounts as shall be sufficient, together with any cash

deposit, to pay the principal of, premium, if applicable, and interest on the Refunded Bonds as the same mature or are redeemed on their respective redemption dates.

(B) If the Mayor determines that any of the Series 2016 Bonds will be insured by the Bond Insurance Policy, a sufficient amount of the Series 2016 Bond proceeds will be applied to the payment of the premium for the Bond Insurance Policy.

(C) If the Mayor determines the Reserve Requirement for the Series 2016 Bonds is greater than \$0.00, either (i) an amount of the Series 2016 Bond proceeds equal to such Reserve Requirement will be deposited to the Series 2016 Reserve Account within the Reserve Fund established pursuant to Section 10(A) hereof, or (ii) a sufficient amount of the Series 2016 Bond proceeds will be applied to the payment of the premium for the Reserve Product described in Section 17(B) hereof.

(D) A sufficient amount of the proceeds of the Series 2016 Bonds shall be deposited to the Series 2016 Project Account of the Construction fund established pursuant to Section 10(B) hereof and shall be applied to pay costs of the Series 2016 Project.

(E) Any remaining proceeds of the Series 2016 Bonds shall be deposited to the Series 2016 Costs of Issuance Account of the Construction Fund established pursuant to Section 10(C) hereof and shall be applied to pay costs of issuance of the Series 2016 Bonds.

SECTION 10. ESTABLISHMENT OF SERIES 2016 RESERVE ACCOUNT AND RESERVE REQUIREMENT; ESTABLISHMENT OF SERIES 2016 ACCOUNT OF THE CONSTRUCTION FUND; ESTABLISHMENT OF SERIES 2016 COSTS OF ISSUANCE ACCOUNT. (A) Subject in all respects to the award of the Series 2016 Bonds in accordance with this Supplemental Resolution and the Notice of Sale, there is hereby established within the Reserve Fund a separate account to be known as the "Series 2016 Reserve Account". Any funds deposited to the Series 2016 Reserve Account shall be used to pay debt service on the Series 2016 Bonds to the extent the other Pledged Revenues are insufficient therefore and for any other purposes allowed under the Resolution. Moneys on deposit in the Series 2016 Reserve Account shall only secure the Series 2016 Bonds. The Series 2016 Reserve Account shall be maintained and administered in accordance with the applicable provisions of the Resolution.

The Mayor is hereby authorized and directed, with the advice of the Financial Advisor and Bond Counsel, to establish the Reserve Requirement for the Series 2016 Bonds, which Reserve Requirement may be \$0; provided, however, such Reserve Requirement may not exceed an amount equal to the lesser of (1) the Maximum Bond Service Requirement for the Series 2016 Bonds, (2) one hundred twenty-five percent (125%) of the average annual Bond Service Requirement for the Series 2016 Bonds, or (3) such other amount as shall be designated by Bond Counsel as the maximum

amount of Series 2016 Bond proceeds which may be deposited in the Series 2016 Reserve Account without subjecting the same to yield restriction or causing interest on any of the Series 2016 Bonds to be included in gross income for purposes of federal income taxation. The Mayor is further authorized and directed, with the advice of the Financial Advisor, to determine whether to fund the Series 2016 Account with cash or the Reserve Product if the Mayor establishes the Reserve Requirement in an amount greater than \$0.

(B) Subject in all respects to the award of the Series 2016 Bonds in accordance with this Supplemental Resolution and the Notice of Sale, there is hereby established within the Construction Fund a separate account to be known as the "Series 2016 Project Account." Moneys deposited to the Series 2016 Project Account shall be used to pay and/or reimburse costs of the Series 2016 Project. The Series 2016 Project Account shall be maintained and administered in accordance with the applicable provisions of the Resolution.

(C) Subject in all respects to the award of the Series 2016 Bonds in accordance with this Supplemental Resolution and the Notice of Sale, there is hereby established within the Construction Fund a separate account to be known as the "Series 2016 Costs of Issuance Account." Moneys deposited to the Series 2016 Costs of Issuance Account shall be used to pay and/or reimburse costs and expenses of issuing the Series 2016 Bonds within six months of the date of issuance of the Series 2016 Bonds. The Series 2016 Costs of Issuance Account shall be maintained and administered in accordance with the applicable provisions of the Resolution.

SECTION 11. TRANSFER OF CERTAIN MONEYS. The Refunded Bonds will be refunded from proceeds of the Series 2016 Bonds and other legally available moneys of the Issuer. Any excess moneys on deposit in the funds or accounts not required by the terms of the Resolution to be on deposit therein and which are allocated to the Refunded Bonds shall be transferred to the escrow deposit trust fund established pursuant to the Escrow Deposit Agreement.

SECTION 12. PRELIMINARY OFFICIAL STATEMENT. The Issuer hereby authorizes the distribution and use of the Preliminary Official Statement in substantially the form attached hereto as Exhibit C (the "Preliminary Official Statement") in connection with offering the Series 2016 Bonds for sale. If between the date hereof and the mailing of the Preliminary Official Statement it is necessary to make insertions, modifications or changes in the Preliminary Official Statement, the Mayor and the Chief Financial Officer are hereby authorized to approve such insertions, changes and modifications. The Mayor and the Chief Financial Officer are each hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule") in the form as mailed. Execution of a certificate by the Mayor or the Chief Financial Officer deeming

the Preliminary Official Statement "final" as described above shall be conclusive evidence of the approval of any insertions, changes or modifications.

SECTION 13. OFFICIAL STATEMENT. Subject in all respects to the award of the Series 2016 Bonds in accordance with this Supplemental Resolution and the Notice of Sale, the Mayor and the Chief Financial Officer are hereby authorized and directed to execute and deliver a final Official Statement (the "Official Statement"), dated the date of the award of the Series 2016 Bonds, in the name and on behalf of the Issuer, and thereupon to cause such Official Statement to be delivered to the Underwriters with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor and the Chief Financial Officer. Said Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the Mayor and the Chief Financial Officer, and the information contained therein are hereby authorized to be used in connection with the sale of the Series 2016 Bonds to the public. Execution by the Mayor and the Chief Financial Officer of the Official Statement shall be deemed to be conclusive evidence of the approval of such changes.

SECTION 14. NOTICE OF SALE. The form of the Notice of Sale attached hereto as Exhibit B and the terms and provisions thereof are hereby authorized and approved. The Mayor is hereby authorized to make such changes, insertions and modifications as he shall deem necessary prior to the advertisement of such Notice of Sale or a summary thereof. The Mayor is hereby authorized to advertise and publish the Notice of Sale, or a summary thereof, at such time as he deems necessary and appropriate, upon the advice of the Financial Advisor, to accomplish the competitive sale of the Series 2016 Bonds.

SECTION 15. AUTHORIZATION TO EXECUTE ESCROW DEPOSIT AGREEMENT. Subject in all respects to the award of the Series 2016 Bonds in accordance with this Supplemental Resolution and the Notice of Sale, the Issuer hereby authorizes the Mayor to execute and the City Clerk to attest an Escrow Deposit Agreement (the "Escrow Deposit Agreement") and to deliver the Escrow Deposit Agreement to U.S. Bank National Association, Orlando, Florida, which is hereby appointed as escrow agent thereunder (the "Escrow Agent"). All of the provisions of the Escrow Deposit Agreement when executed and delivered by the Issuer as authorized herein and when duly authorized, executed and delivered by the Escrow Agent, shall be deemed to be a part of this Supplemental Resolution as fully and to the same extent as if incorporated verbatim herein, and the Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit D, with such changes, amendments, modifications, omissions and additions, including the date of such Escrow Deposit Agreement, as may be approved by the Mayor. Execution by the Mayor of the Escrow Deposit Agreement shall be deemed to be conclusive evidence of the approval of such changes.

SECTION 16. APPOINTMENT OF PAYING AGENT AND REGISTRAR. Subject in all respects to the award of the Series 2016 Bonds in

accordance with this Supplemental Resolution and the Notice of Sale, U.S. Bank National Association, Orlando, Florida, is hereby designated as the Registrar and Paying Agent for the Series 2016 Bonds. The Mayor is hereby authorized to execute and deliver, and the City Clerk, is hereby authorized to attest and affix the official seal of the Issuer to, a Registrar and Paying Agent Agreement with respect to the Series 2016 Bonds, in substantially the form attached hereto as Exhibit E, with such changes, amendments, modifications, omissions and additions, as may be approved by the Mayor. Execution by the Mayor of the Registrar and Paying Agent Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 17. MUNICIPAL BOND INSURANCE; RESERVE PRODUCT. (A) If the Mayor determines, upon the advice of the Financial Advisor, that all or any portion of the Series 2016 Bonds (the "Insured Series 2016 Bonds") will be insured by a municipal bond insurance policy, then the Mayor, upon the advice of the Financial Advisor and Bond Counsel to the Issuer, shall select either Assured Guaranty Municipal Corp. ("AGM") or Build America Mutual Assurance Company ("BAM") as the municipal bond insurer with respect to the Insured Series 2016 Bonds (the "Bond Insurer") and a sufficient portion of the proceeds of the Series 2016 Bonds shall be applied to the payment of the premium for the Bond Insurer's standard form of municipal bond insurance policy (the "Bond Insurance Policy") in accordance with the provisions of Section 9(B) hereof. The Mayor is authorized and directed to execute, and the City Clerk is authorized to attest, any insurance agreement (the "Bond Insurance Agreement") that is necessary to incorporate the standard municipal bond insurance provisions required by the Bond Insurer, such Bond Insurance Agreement to be subject to the approval of the Issuer's Bond Counsel and the City Attorney, such approval being evidenced by the Mayor's execution thereof. So long as the Bond Insurance Policy issued by the Bond Insurer is in full force and effect and the Bond Insurer has not defaulted in its payment obligations under the Bond Insurance Policy, the Issuer agrees to comply with the provisions of any Bond Insurance Agreement executed in accordance with this Section 17(A).

(B) If the Mayor determines, upon the advice of the Financial Advisor, to utilize a debt service reserve fund insurance policy or surety bond, then the Mayor, upon the advice of the Financial Advisor and Bond Counsel to the Issuer, shall select either AGM or BAM (the "Reserve Product Provider") as the provider of a debt service reserve fund insurance policy or surety bond with respect to the Series 2016 Bonds and a sufficient portion of the proceeds of the Series 2016 Bonds shall be applied to the payment of the premium for the Reserve Product Provider's standard form of debt service reserve fund insurance policy or surety bond (the "Reserve Product") in accordance with the provisions of Section 9(C) hereof. The Mayor is authorized and directed to execute, and the City Clerk is authorized to attest, any insurance agreement (the "Reserve Product Agreement") that is necessary to incorporate the standard Reserve Product provisions required by the Reserve Product Provider, such Reserve Product Agreement to be subject

to the approval of the Issuer's Bond Counsel and the City Attorney, such approval being evidenced by the Mayor's execution thereof. So long as the Reserve Product issued by the Reserve Product Provider is in full force and effect and the Reserve Product Provider has not defaulted in its payment obligations under the Reserve Product, the Issuer agrees to comply with the provisions of any Reserve Product Agreement executed in accordance with this Section 17(B).

SECTION 18. SECONDARY MARKET DISCLOSURE. Subject in all respects to the award of the Series 2016 Bonds in accordance with this Supplemental Resolution and the Notice of Sale, the Issuer hereby covenants and agrees that, in order to provide for compliance by the Issuer with the secondary market disclosure requirements of the Rule, it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement to be executed by the Issuer and dated the dated date of the Series 2016 Bonds, as it may be amended from time to time in accordance with the terms thereof. The Continuing Disclosure Agreement shall be substantially in the form of Exhibit F attached hereto with such changes, amendments, modifications, omissions and additions as shall be approved by the Mayor who is hereby authorized to execute and deliver such Certificate. Notwithstanding any other provision of the Resolution, failure of the Issuer to comply with such Continuing Disclosure Agreement shall not be considered an event of default under the Resolution; provided, however, to the extent permitted by law, the sole and exclusive remedy of any Series 2016 Bondholder for the enforcement of the provisions of the Continuing Disclosure Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the Issuer to comply with its obligations under this Section 18 and such Continuing Disclosure Agreement. For purposes of this Section 18, "Series 2016 Bondholder" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2016 Bonds (including persons holding such Bonds through nominees, depositories or other intermediaries), or (B) is treated as the owner of any such Bond for federal income tax purposes.

SECTION 19. GENERAL AUTHORITY. The Mayor, the City Clerk or any Deputy City Clerk, the City Attorney, the Chief Financial Officer of the Issuer, and the other officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Supplemental Resolution, the Resolution, the Official Statement, the Continuing Disclosure Agreement, the Bond Insurance Agreement, if any, the Reserve Product Agreement, if any, the Registrar and Paying Agent Agreement, the Escrow Deposit Agreement or the Notice of Sale or desirable or consistent with the requirements hereof or of the Resolution, the Official Statement, the Continuing Disclosure Agreement, the Registrar and Paying Agent Agreement, the Bond Insurance Agreement, if any, the Reserve Product Agreement, if any, the Escrow Deposit Agreement or the Notice of Sale for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Series 2016 Bonds, the Resolution, the Official Statement, the Continuing Disclosure

Agreement, the Registrar and Paying Agent Agreement, the Escrow Deposit Agreement, the Bond Insurance Agreement, if any, the Reserve Product Agreement, if any, or the Notice of Sale and each member, employee, attorney and officer of the Issuer is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 20. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2016 Bonds.

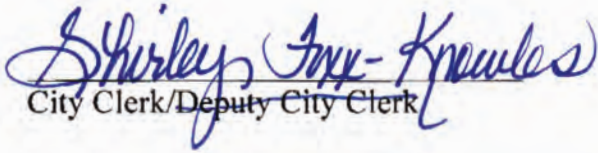
SECTION 21. RESOLUTION TO CONTINUE IN FORCE. Except as herein expressly provided, the Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

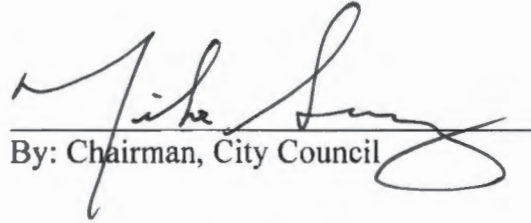
SECTION 22. EFFECTIVE DATE. This Supplemental Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on August 25, 2016.

(SEAL)

ATTEST:


City Clerk/Deputy City Clerk


By: Chairman, City Council

APPROVED by me on this
26 day of August, 2016


Bob Buckhorn, Mayor

APPROVED AS TO FORM BY:

Salvatore Territo, Chief Assistant
City Attorney

EXHIBIT A

GENERAL DESCRIPTION OF THE SERIES 2016 PROJECT

The Series 2016 Project generally includes the following, as more particularly described in the plans and specifications on file with the Issuer and as the same may be amended or supplemented from time to time:

- Remodeling of various fire stations throughout the Issuer
- Major improvements to and renovations to various Parks and Recreation Department facilities.
- Design, construction, acquisition and equipping of new fire station number
- Acquisition and construction of various stormwater capital improvements.
- Julian B. Lane Riverfront Park capital improvements
- Acquisition of safety vehicles Fire Rescue Department.
- Capital improvements to the Brorein Street Bridge for structural rehabilitation and Cass Street Bridge for electrical and mechanical rehabilitation.