



City Council Meeting
Temple Terrace, Florida
Tuesday, December 16, 2025
6:00 PM
City Hall Council Chambers

Agenda

1. Call to Order

2. Invocation

3. Pledge of Allegiance to the Flag

4. Historical Fact

5. Recognition and Proclamations

5.A. Employee of the Month - November

6. Presentations

7. Board Appointments

8. Consideration of Minutes from Previous Meetings

8.A. Approval of the December 2, 2025 City Council Meeting Minutes.

9. Public Comment

Persons wishing to be heard on items on the Consent Agenda or Non-Agenda Items. (The public may comment on an agenda item during the public comment period for each agenda action item. There will be a 30-minute time limit for all public comment to be continued at the end of the meeting if more time is needed):

NOTE: A three-minute time limit will be imposed on ALL comments from the public, regardless of the subject matter. Individual members of the public who are present in the audience may designate in writing a representation spokesperson to speak on their behalf and thereby relinquish their time to that spokesperson. Thereafter, they may not be heard on the agenda item for which designation was made. The representative spokesperson shall be allowed to speak for 1 minute for each such designation up to a maximum of 10 minutes. Appropriate dress when appearing before the Mayor and City Council is appreciated. Cell phones must be silenced while in the Council Chambers.

10. Communications and Petitions

11. Consent Agenda

11.A. Resolution Revising Article V of the Bicycle/Pedestrian Advisory Committee's

Rules of Procedure Regarding Meeting Schedule

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, REVISING ARTICLE V OF THE BICYCLE/PEDESTRIAN ADVISORY COMMITTEE'S RULES OF PROCEDURE REGARDING MEETING SCHEDULE; PROVIDING AN EFFECTIVE DATE.

- 11.B. Resolution Awarding the Continuing Contract for Asphalt Paving Services to Six Contractors

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE AWARD OF CONTRACTS TO AJAX PAVING INDUSTRIES OF FLORIDA, LLC, ASPHALT PAVING SYSTEMS, INC., C. W. ROBERTS CONTRACTING, INC., GATOR GRADING & PAVING, LLC, PREFERRED MATERIALS, INC., AND SUPERIOR ASPHALT, INC. TO CONDUCT AS NEEDED ASPHALT PAVING SERVICES FOR AN INITIAL TWO-YEAR TERM WITH THE OPTION OF THREE ONE-YEAR EXTENSIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS WITH THE AWARDED CONTRACTORS; PROVIDING AN EFFECTIVE DATE.

12. Public Hearings, Ordinances, and Resolutions

- 12.A. First Reading and First Public Hearing of an Ordinance amending the Future Land Use of a parcel of land located south of Talina Lane, east of North 78th Street, north of Lake Isle Drive, and west of Cedar Drive, from Residential-9 to Residential-18 (CPA-20-02).

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE "IMAGINE 2040: TEMPLE TERRACE COMPREHENSIVE PLAN," FUTURE LAND USE MAP, FOR A PARCEL OF LAND LOCATED SOUTH OF TALINA LANE, EAST OF NORTH 78TH STREET, NORTH OF LAKE ISLE DRIVE AND WEST OF CEDAR DRIVE CONSISTING OF APPROXIMATELY 3.0± ACRES, BY CHANGING THE FUTURE LAND USE DESIGNATION ON SAID PROPERTY FROM RESIDENTIAL - 9 TO RESIDENTIAL – 18 FOR CPA 20-02; PROVIDING FOR AMENDMENT OF THE OFFICIAL FUTURE LAND USE MAP OF THE CITY; PROVIDING SEVERABILITY, AN EFFECTIVE DATE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

- 12.B. Second Public Hearing and Second Reading of Ordinance 1585 Amending the Capital Improvements Section of the City's Comprehensive Plan
- AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, PROVIDING FOR THE ANNUAL MODIFICATION AND UPDATE TO THE CAPITAL IMPROVEMENTS SECTION OF THE 2040 COMPREHENSIVE PLAN FOR THE CITY OF TEMPLE TERRACE, PURSUANT TO CHAPTER 163, FLORIDA STATUTES, BY MODIFYING AND UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF PROJECTS FOR FISCAL YEARS 2025-26 THROUGH 2029-30 AND INCORPORATING THE 10-YEAR LONG-TERM IMPROVEMENTS FOR THE MULTIMODAL TRANSPORTATION DISTRICT FOR 2026-2035 INTO THE SCHEDULE OF PROJECTS WHICH INCORPORATES BY REFERENCE, PER THE COMPREHENSIVE PLAN CAP POLICY 1.5.13, HILLSBOROUGH COUNTY**

**METROPOLITAN PLANNING ORGANIZATION'S (MPO)
TRANSPORTATION IMPROVEMENT PROGRAM (TIP), HILLSBOROUGH
AREA REGIONAL TRANSIT'S TRANSIT DEVELOPMENT PLAN (HART'S
TDP) AND HILLSBOROUGH COUNTY PUBLIC SCHOOLS FACILITIES
WORK PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR
CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL
ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH;
PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE
DATE.**

- 12.C. Second Public Hearing and Second Reading of Ordinance 1586 Amending Sections 12-357 (Final Plat Review) and 12-354 (Preliminary Plat Review) of the Land Development Code.

**AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA,
AMENDING SECTIONS 12-357 AND 12-354 OF THE CITY CODE OF
ORDINANCES; DESIGNATING THE CITY MANAGER AS THE
ADMINISTRATIVE AUTHORITY FOR FINAL PLAT REVIEW;
DESIGNATING THE CITY MANAGER AS THE ARBITER OF APPEALS
FOR PRELIMINARY PLAT REVIEW; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS;
REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN
CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; PROVIDING
FOR AN EFFECTIVE DATE.**

- 12.D. Public Hearing and Second Reading of Ordinance 1587 Creating Short-Term Rental Requirements

**AN ORDINANCE OF THE CITY COUNCIL OF TEMPLE TERRACE, FL,
CREATING DIVISION 3 OF ARTICLE IV, CHAPTER 8, OF THE TEMPLE
TERRACE CODE OF ORDINANCES, ENTITLED "SHORT-TERM
RENTALS;" PROVIDING DEFINITIONS; ESTABLISHING A CERTIFICATE
OF USE PROGRAM FOR SHORT-TERM RENTAL PROPERTIES;
PROVIDING FOR INSPECTIONS OF SHORT-TERM RENTAL
PROPERTIES TO ENSURE CONSISTENCY WITH THE FLORIDA
BUILDING CODE AND FLORIDA FIRE PREVENTION CODE; PROVIDING
FOR SHORT-TERM RENTAL PROPERTY ADVERTISING
REQUIREMENTS; PROVIDING PROVISIONS FOR THE REGULATION OF
OCCUPANCY OF SHORT-TERM RENTAL PROPERTIES; PROVIDING
PARKING REGULATIONS FOR SHORT-TERM RENTAL PROPERTIES;
PROVIDING FOR PENALTIES FOR NONCOMPLIANCE; PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN CHAPTER 8 OF THE
CODE OF ORDINANCES WHICH GOVERNS BUILDINGS AND FIRE
PREVENTION; PROVIDING FOR SCRIVENER'S ERRORS; AND
PROVIDING AN EFFECTIVE DATE.**

- 12.E. Resolution Approving a Contract with Bandes Construction Company, Inc. for Emergency Operations Center Building Services at Fire Station No. 1

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE
TERRACE, FLORIDA, APPROVING THE AWARD OF A CONTRACT WITH
BANDES CONSTRUCTION COMPANY, INC. FOR THE EMERGENCY**

**OPERATIONS CENTER BUILDING SERVICES AT FIRE STATION NO. 1;
AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT;
APPROVING PAYMENT FROM THE GRANTS FUND (\$4,500,000) AND
UNASSIGNED GENERAL FUND BALANCE (980,590); AND PROVIDING
AN EFFECTIVE DATE.**

13. Council Business

13.A. PBK Architects Presentation: Conceptual Renderings for a Possible Public Safety Complex

14. New Business and Board Reports

15. City Manager's Report

16. City Attorney's Report

17. Persons Wishing to be Heard on Items NOT Listed on the Agenda (continued if necessary):

Americans for Disabilities Act

The City of Temple Terrace is committed to making our website accessible to all users, including those with disabilities. While we strive to adhere to the accepted guidelines and standards for accessibility and usability, it is not always possible as it relates to attachments on the agenda that don't meet Federal standards for Americans with Disabilities Act (ADA) compliance. Please call the City Clerk's office at (813) 506-6440 for information on how to access these documents.

Adjournment

The Temple Terrace City Council meets the first and third Tuesday of each month and the meetings held at City Hall are broadcast "live" on Spectrum Channel 641 and Frontier Channel 39, beginning at 6:00 p.m. A rebroadcast of the latest meeting (or a taped version of the meeting if held at locations other than City Hall) can be seen on Wednesday and Friday at 2:00 p.m. and on Monday and Thursday at 7:00 p.m. Please be advised that there may be a scheduling delay in the rebroadcast of meetings held in locations other than City Hall, such as the Lightfoot Center, to allow time for the camera footage to be reformatted for broadcast. Meetings can also be viewed on the City's official YouTube channel at <https://youtube.com/user/cityoftempleterrace>.

Minutes of the City Council meetings can be obtained from the City Clerk's office. The meetings are recorded, but the minutes are not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

Persons who wish to appeal any decision made by the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with Section 282.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor through the City Clerk's office no later than 5:00 p.m. two business days prior to the meeting.

Item Cover Page

City Council Item Report

Date: December 16, 2025
From: Jeannie Barlow, Senior Executive Assistant
Item Type: Presentations
Subject: Employee of the Month - November
Presenter: Mayor Andy Ross

Recommendation:

Discussion:

Raquel Ruiz is being recognized as the employee of the month for November.

Raquel has demonstrated exceptional dedication and leadership through the eTrak migration project, taking on responsibilities far beyond the scope of her Customer Service role. In addition to managing her regular duties, which include providing excellent customer service, supporting customer relations, and training team members at the front desk, Raquel has naturally stepped into the role of the Parks and Recreation Division's system liaison. She has provided essential training, troubleshooting support, and operational insight, ensuring the team's success and serving as a reliable point of contact for the Municipal Systems & Process Administrator. Raquel's initiative, expertise, and unwavering commitment to both daily operations and major projects make her an extremely valuable employee.

Besides all the work Raquel is doing for the eTrak migration project, she has also devoted her lunch hour for years to leading a spin class for her fellow employees. She is the kind of person who quietly elevates an entire workplace with her energy. She gives her time and her encouragement, not because she has to, but because she genuinely wants others to feel stronger, healthier, and more connected. All that she gets from the many hours she has devoted to helping her fellow employees is the satisfaction that she is doing her part to promote a healthy workplace. She is a reminder that one person's commitment can make everyone's day a little better.

Congratulations to Raquel for being selected as the November Employee of the Month.

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Cost:

Attachments:

None

Item Cover Page

City Council Item Report

Date: December 16, 2025
From: Lynda Sader, City Clerk
Item Type: Minutes
Subject: Approval of the December 2, 2025 City Council Meeting Minutes.
Presenter: Andy Ross, Mayor

Recommendation:

Approve the December 2, 2025 City Council Meeting Minutes as presented.

Discussion:

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Cost:

Attachments:

1. 12-02-2025 Council Regular Minutes

**CITY OF TEMPLE TERRACE, FLORIDA
CITY COUNCIL MEETING MINUTES**

Having been duly advertised as required by law, the regular meeting of the Mayor and City Council of the City of Temple Terrace, Florida, was held on Tuesday, December 2, 2025, in the Council Chambers at City Hall.

Present were: Mayor Andy Ross, Council Members James Chambers, Alison Fernandez, and Gil Schisler, City Manager Carlos Baia, City Clerk Lynda Sader, and City Attorney Ernest Mueller.

Absent was: Council Member Kravets.

Also present were: Police Chief Rob Staley, Assistant City Manager/Human Resource Director Antonio Nazario, Leisure Services Director Karl Langefeld, Finance Director Jim Ingram, IT Director Sally Cabrera, Community Development Director Greg Pauley, Code Compliance Director Jack Shanks, Public Works Director Jason Warrenfeltz, Fire Chief Ian Kemp, Community Development Deputy Director Marisa Robinson, Deputy City Attorney Nicole Donnell, Senior Planner Alyssa Livingstone and several others.

There being a quorum present, Mayor Ross called the meeting to order at 6:00 p.m., led the invocation, and the Pledge of Allegiance to the Flag.

4. Historical Fact

With Council Member Kravets absent, there was no Historical Fact presented.

5. Recognition and Proclamations

5.A. Citizen Award of Valor Presented to Jerome Sullivan

Mayor Ross introduced Jerome Sullivan and stated he was recognized for his bravery and courage with a Citizen Award of Valor.

On October 14, 2025, Mr. Jerome Sullivan demonstrated extraordinary courage and selflessness while intervening in a violent attack on a young woman along North 56th Street.

Mr. Sullivan was driving in the area when he observed a male physically assaulting a 19-year-old female victim. Without hesitation or regard for his own safety, Mr. Sullivan stopped his vehicle,

exited, and ran toward the suspect, who was assaulting the young woman. Mr. Sullivan forcibly knocked the suspect off the victim, ending the assault and preventing further harm.

Following the intervention, Mr. Sullivan transported the victim to the Hillsborough County Sheriff's Office to report the crime, facilitating immediate law enforcement action.

Mr. Sullivan's decisive actions reflect the highest ideals of courage and community responsibility. He acted with no personal motive and at great personal risk to protect another citizen from imminent harm.

Mayor Ross thanked and honored him with the Citizen Award of Valor for his actions.

Jerome Sullivan thanked the City Council and stated this was something he would expect any person to do.

6. Presentations-

The City Council had a very special surprise visit from Santa Claus who invited everyone to the City Winter Wonderland event.

7. Board Appointments

7.A. Hillsborough County Maritime Law Advisory Committee Appointment

Mayor Ross stated there is one member vacancy and the City received an application from Grant Parra.

Upon motion by Council Member Fernandez, seconded by Council Member Schisler, **RESOLUTION 149-25(m), APPROVED** the appointment of Grant Parra as a member to the Hillsborough County Maritime Law Advisory Committee for a term from December 2, 2025 to December 2, 2027. Vote on the motion being: Mayor Ross, Council Members Chambers, Fernandez, and Schisler voting "aye," no "nay".

8. Consideration of Minutes from Previous Meetings:

8.A. Approval of the November 18, 2025, City Council meeting minutes

Upon motion of Council Member Chambers, seconded by Council Member Schisler, unanimously carried, the **MINUTES** of November 18, 2025, City Council Meeting were **APPROVED** as presented.

9. Public Comment (Persons Wishing to be Heard on Items NOT Listed on the Agenda or Items on the Consent Agenda)

[Mayor Ross stated the process for Public Comments.]

Charles Loeb noted the Library Sale and donation of books; healthcare; food stamps and food banks; and electric bills.

Fred Black noted the bathrooms at Riverside Park being closed and should be open.

Troy Zimmerman noted he is asking for a waiver on fence design he is trying to do.

[Mayor Ross verified there were no other public comment requests and closed the public comments section.]

10. Communications and Petitions: None.

11. Consent Agenda:

- A. Resolution Approving the FY 25 Interlocal Funding Agreement to Fund Infrastructure Improvements Under the Community Development Block Grant Program**
- B. Resolution Approving the Corrected Contract and Addendum With BS&A Software for ERP Implementation Services**

Upon motion by Council Member Chambers, seconded by Vice Mayor Schisler and unanimously carried, **RESOLUTION, 11.A.-11.B.**, were **ADOPTED** by consent, as follows:

RESOLUTION 150-25, Adopted the resolution and approved the FY 25 Interlocal Funding Agreement to Fund Infrastructure Improvements Under the Community Development Block Grant Program.

RESOLUTION 151-25, Adopted the resolution and approved the Corrected Contract and Addendum With BS&A Software for ERP Implementation Services

12. Public Hearings, Ordinances, and Resolutions:

- A. Resolution Approving an Engagement Letter with GrayRobinson for Government Affairs Consulting Services**

City Manager Carlos Baia stated the City of Temple Terrace has had a long-standing relationship with the government affairs firm of Louis Betz and Associates for representation in Tallahassee before the Legislature and Executive agencies. Over the last decade, this firm consisted of two individuals, Mr. Louis Betz and his partner, Travis Mitchell. Earlier this year, Mr. Betz passed away unexpectedly. In light of Mr. Betz' sudden passing, the City Manager reported to Council that the City would continue a relationship with his partner, Travis Mitchell, in the interim, but would be seeking to issue a Request for Qualifications (RFQ) for government affairs. This is not reflective of any poor performance by Mr. Mitchell. Instead, it was felt that the City should revisit the marketplace for this type of service as it had been many years since such an evaluation had been done.

On August 28, the RFQ was issued. Four firms replied by the closing date of September 19. They were: Travis Mitchell Corporation, JW Consulting, The Southern Group, and GrayRobinson. An evaluation committee comprised of the City Manager, Assistant City Manager, and Finance Director reviewed the firms' submittals and references and conducted in-person interviews. Based on that review, the committee ranked the firms as follows: 1. GrayRobinson, 2. The Southern Group, 3. Travis Mitchell Corporation, and 4. JW Consulting.

The committee felt that GrayRobinson had a very deep "bench" of associates with expertise in a variety of important areas, including water. The latter will be a significant focus as the City may be seeking State and/or Federal funding to make improvements to its water plant/distribution infrastructure and address PFAS. GrayRobinson's references were very strong and they demonstrated a high degree of professionalism during the interview process. GrayRobinson has also provided outside legal counsel to the City over the last few years.

In addition to state lobbying, GrayRobinson has a federal consulting branch of their business with offices in DC which could be brought into their contract with the City if needed.

Per the requirement of the RFQ, the City negotiated with GrayRobinson to develop acceptable contract terms. The City currently pays Travis Mitchell, \$2,500 per month for his services. Mr. Mitchell is the sole employee in his company and will be retained until December 31, 2025. GrayRobinson, being a substantially larger firm, has a contract rate of \$4,500. GrayRobinson has agreed to abide by the City's remaining FY 2026 budget and accept \$2,500 per month from January 1 through September 30, 2026. If Council approves GrayRobinson's engagement letter, the City's obligation would increase to their \$4,500 rate as of October 1, 2026. This engagement would be for three years with the option for two 1-year extensions. It also includes a 30-day termination clause at the discretion of either party.

As we expect to have GrayRobinson working much of their time on trying to identify and secure appropriations for the funding of the City's water system capital upgrades (plant and distribution

system improvements; PFAS remediation; etc.). He proposed to budget the \$2,000 monthly increase from the Water fund in FY 27 resulting in no additional impact on the millage rate.

Council Member Fernandez asked since all cities in Florida will be lobbying for dollars on the water issue, how does Temple Terrace stand out?

Mr. Chris Dawson of GrayRobinson stated they know water and wastewater infrastructure is going to be one of the leading challenges of a growing state as we continue to add residents, and certainly for Temple Terrace. It's working with all the levers that are available to them. So, as they've discussed with staff, it's not just going to the legislature for appropriations. It's working with DEP to be engaged in water grant programs, the Resilient Florida Grant program. It's working with the Department of Commerce to find where our water infrastructure is impacting economic development in the city, and job creation. There are grant programs that are available there. That's another opportunity to not only go to the legislature for funding, but to work within the state grant programs that are available to us. As the city manager mentioned, they have a deep bench. He is excited to be the lead on the team and water wastewater is especially exciting to him. They've got a deep understanding of the DEP and their grant programs and their regulatory programs as well, that they can help bring to bear. On top of that, the connectivity to Washington, DC is another opportunity, despite that this is a state lobbying contract. They are constantly working with their colleagues up in Washington to see where there's crossover; where there may be some hurricane mitigation dollars, for example, coming out of the federal government that could be repurposed for water and wastewater quality. It's finding all the different levers that are available and then really putting the best foot forward. In pursuing grants in Tallahassee, for example, there are certain metrics that we're going to want to include in our application. They're going to want to talk about local skin in the game, because that's been a big focus of the legislature in particular. They are saying, "we're willing to invest along with you, but we want to see local participation in these types of infrastructure programs and projects." That wealth of knowledge is brought to the table.

Council Member Fernandez asked how the City will measure the efficacy and the value of the contract.

City Manager Baia stated that it's an element of knowing that the City is given the information needed to react appropriately. It is about making sure the City's interests are represented in Tallahassee.

Vice Mayor Schisler noted concerns with lack of communications to the Council. He noted there should be reports to the Council; quarterly, semiannual, annual, whatever frequency that works for the Council.

Mr. Dawson stated that there is commitment from his firm for the frequency that works for the Council but quarterly seems to be a sweet spot.

Upon motion by Vice Mayor Schisler, seconded by Council Member Fernandez. **RESOLUTION 152-25, ADOPTED** and approved an engagement letter with GrayRobinson for Government Affairs Consulting Services.

Mayor Ross stated that Travis Mitchell is a terrific guy and is well respected. The Mayor noted of his own involvement with the Suncoast League of Cities and the School District, in which they get email updates from their consultants, and the Council currently has not been getting that visibility. He stated it is not only appropriations, but also about trying to influence policy. Sometimes it is the wording, not just about dollars. He also stated he is excited about the potential to do more federally, working with our congressional delegates and knowing where the resources are.

Vice Mayor Schisler noted that reporting to Council is critical in order to know what is going on and not hearing it first from the nine o'clock newsfeed.

Vote on the motion being: Mayor Ross and Council Members Chambers, Fernandez, and Schisler voting "aye," no "nay."

B. First Public Hearing and First Reading of an Ordinance Amending Sections 12-357 (Final Plat Review) and 12-354 (Preliminary Plat Review) of the Land Development Code

Mayor Ross opened the public hearing.

Senior Planner Alyssa Livingston noted recent updates to Section 177.071, Florida Statutes, require municipalities to designate an administrative authority to administratively approve final plats and replats. The proposed changes designate the City Manager as the administrative authority responsible for final administrative approval of plats and replats, and that Section 12-357 of the Land Development Code be amended. Although the legislative update does not include preliminary plats, the amendment to Section 12-354 will ensure that the internal process supports the overall intent of the update. Currently, the LDC text is that the Final plat is forwarded to the City Council for approval. The proposed amendment (final plat), the City Engineers forwards the final plat to the City Manager for approval. The action this item takes is the City Manager's approval substitutes in place of the city Council's final administrative sign-off.

Council Member Fernandez clarified this proposed change is because the state of Florida has legislation that requires this. It's not, the city initiating something. It's that we're responding to a requirement from the state.

Ms. Livingston stated we are responding to the Florida Senate Bill 784 which became effective on July 1, 2025.

Council Member Fernandez asked if this takes away Council's ability to ultimately direct development.

City Attorney Mueller stated, yes, it has taken it away from the City Council. The Florida Legislature has said this has got to be an administrative process now.

City Manager Baia stated that from his perspective issues such as on the Davis Road development, most require many other things, not just the platting issue. There is rezoning, typically a PD that's very common here in Temple Terrace. There are other opportunities for the Council to review, but with this new legislation, there is no guarantee since the Council will not see all developments. He reiterated that this is not something he has requested, it is state legislation.

Mayor Ross asked for Public Comments before proceeding.

Troy Zimmerman asked if this requirement is administrative, why is the Council involved at all at this point.

Mayor Ross asked for any others wishing to comment and seeing known, he returned to Council questions.

Vice Mayor Schisler noted it chips away at elective officials rule and home rule; what the City Council can and cannot do in our City. It takes away some of the quasi-judicial responsibilities. It is being mandated by state statute, therefore the City has to comply.

Council Member Chambers asked if there is a difference between site plan and plat.

Ms. Livingstone stated the process of platting is a legal procedure used to divide a large tract of land into smaller lots, while a site plan would essentially have a conceptual plan, which is like a rough draft, but a site plan would have all of the development features, all the engineering features as well, such as marks for the easements.

Council Member Chambers noted in the past they've been able to review site plans and asked if that will still be the case.

Ms. Livingstone stated yes.

Vice Mayor Schisler asked from the original example of Davis Road, how would the Council exert that type of influence or vision for what the Council wants to see going forward.

City Attorney Mueller stated the platting decision would be made administratively. The lot portion would be set but what goes on the lot, the detail of what goes on the lot would be the site plan that would be brought before the Council.

Mayor Ross closed the public hearing and asked the Clerk to read the title of the ordinance.

The City Clerk therefore read the title.

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING SECTIONS 12-357 AND 12-354 OF THE CITY CODE OF ORDINANCES; DESIGNATING THE CITY MANAGER AS THE ADMINISTRATIVE AUTHORITY FOR FINAL PLAT REVIEW; DESIGNATING THE CITY MANAGER AS THE ARBITER OF APPEALS FOR PRELIMINARY PLAT REVIEW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Upon motion by Council Member Fernandez, seconded by Vice Mayor Schisler, **Approved** the ordinance on First Reading, approving Amending Sections 12-357 (Final Plat Review) and 12-354 (Preliminary Plat Review) of the Land Development Code.

Mayor Ross commented stated he wished this would have been tracked when it was going through the legislature. He noted it really isn't taking away from home rule, it is changing and taking it from the Council to staff administratively.

Vote on the motion being: Mayor Ross and Council Members Chambers, Fernandez, and Schisler voting "aye," no "nay."

The Mayor noted the Second Public Hearing and a Second Reading for December 16, 2025, Council Meeting.

C. First Public Hearing and First Reading of an Ordinance Amending the Capital Improvements Section of the City's Comprehensive Plan

Mayor Ross opened the public hearing.

Community Development Deputy Director Marisa Robinson noted this is the first reading and first public hearing to adopt the five year capital improvement schedule of projects for fiscal year

26 through 30 and the ten year transportation projects for fiscal year 26 through 35. The Capital Improvements Section of the City's 2040 Comprehensive Plan requires annual modification and updates. This Ordinance serves to modify the Plan by striking the previous Capital Improvement Schedule and the previous 10-Year Multimodal Transportation Improvement Schedule and updating both schedules respectively. The Planning Commission Report is attached as Exhibit A. The previous improvement schedules (struck through) begin on page 13 of Exhibit A, and the updated improvement schedules begin on page 23. The Capital Improvement Section schedule of projects has to be updated annually per Florida statute and is the Planning Commission requirement. The SES is updated by ordinance. The Planning Commission staff coordinates with the Finance Department to obtain information on the capital Improvement Program. The CIP program totals \$39 million for fiscal years 26 through 30, ranging from various program areas. The Planning Commission then extrapolates the data from the CIP with projects affecting the level of service. They also coordinate with engineering on the ten-year transportation project plan that is included in the city's schedule of projects. The Planning Commission found that the CIP and city's schedule of projects is consistent with the Comprehensive Plan. Planning Commission staff will be here to present at the second public Hearing and second reading.

Mayor Ross stated we have public comments.

Charles Loeb noted putting vehicles into solar power, and noted a prototype of a private airplane with solar power. He stated we should be doing research of using solar power for busses, not electric, but power from the sun.

Mayor Ross asked for any others wishing to comment and seeing known, he asked for Council questions.

Council Member Fernandez, asked on item, as part of our budget process, we create our five year capital improvement plan and then document where we think that we're going to pay for those projects. They can change throughout the year because of need or funding. She asked if this is specifically to update what we have on record with the Planning Commission because we've already established our budget.

City Manager Baia stated this is the Planning Commission's requirement every year. This is a multi-year plan and the years going forward that you mentioned can change. In fact, they do change every time we go through the budget and take on projects. We might move them forward or we might remove others because of different needs and the economy of change, etc. This is their requirement and part of their comprehensive plan that they have to do. Nothing has changed on our end and the City has not committed to any new projects.

Mayor Ross closed the public hearing and asked the Clerk to read the title of the ordinance.

The City Clerk therefore read the title.

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, PROVIDING FOR THE ANNUAL MODIFICATION AND UPDATE TO THE CAPITAL IMPROVEMENTS SECTION OF THE 2040 COMPREHENSIVE PLAN FOR THE CITY OF TEMPLE TERRACE, PURSUANT TO CHAPTER 163, FLORIDA STATUTES, BY MODIFYING AND UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF PROJECTS FOR FISCAL YEARS 2025-26 THROUGH 2029-30 AND INCORPORATING THE 10-YEAR LONG-TERM IMPROVEMENTS FOR THE MULTIMODAL TRANSPORTATION DISTRICT FOR 2026-2035 INTO THE SCHEDULE OF PROJECTS WHICH INCORPORATES BY REFERENCE, PER THE COMPREHENSIVE PLAN CAP POLICY 1.5.13, HILLSBOROUGH COUNTY TRANSPORTATION PLANNING ORGANIZATION'S (TPO) TRANSPORTATION IMPROVEMENT PROGRAM (TIP), HILLSBOROUGH AREA REGIONAL TRANSIT'S TRANSIT DEVELOPMENT PLAN (HART'S TDP) AND HILLSBOROUGH COUNTY PUBLIC SCHOOLS FACILITIES WORK PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Upon motion by Council Member Chambers, seconded by Vice Mayor Schisler, **Approved** the ordinance on First Reading and First Public Hearing, approving Amending the Capital Improvements Section of the City's Comprehensive Plan.

Vote on the motion being: Mayor Ross, Council Members Chambers, Fernandez, and Schisler voting "aye", no "nay".

The Mayor noted the Second Public Hearing and a Second Reading for December 16, 2025, Council Meeting.

D. First Reading of an Ordinance Creating Short-Term Rental Requirements

Code Compliance Director Jack Shanks stated this ordinance establishes a regulatory framework for managing short-term rentals within the City of Temple Terrace. Short term rentals have become increasingly common in residential neighborhoods across Florida. This ordinance is designed to help the city manage that growth responsibly, balancing private property rights and state preemption with our duty to protect the health, safety and welfare of our residents. The overall goal is simply ensure that short term rentals operate safely, fit appropriately within our neighborhoods, and contribute positively to the community. Short term rentals, often hosted through platforms like Airbnb or Vrbo, have created new challenges for cities across the state. Before 2011, Florida cities had the ability to regulate short term rentals under Home Rule

Authority. That changed when the legislature passed House Bill 83, which preempted local control. In 2014, the legislature restored some local authority through Senate Bill 356, allowing cities like ours to regulate short term rentals for health, safety, and welfare, but not prohibit them outright or limit how often they can be rented. Based on data provided to us by short term rental compliance software providers like Granicus and Decora Technologies, we can estimate that our current number of short term rentals within Temple Terrace is approximately 150.

While many of these are well managed, others have generated issues. We've addressed complaints at short-term rental properties involving multiple vehicles parked in yards and blocking the right of way. Trash not being disposed of properly and left become a nuisance, and reports of excessive noise and occupancy levels without consistent standards, it becomes difficult for staff and residents to address those impacts fairly and effectively of the concerns, while respecting state law. To create this ordinance, multiple jurisdictions were researched to determine the most appropriate guidelines for creating our own. Now it's county, the city of Bradenton, Daytona Beach, and Annamarie amongst others were reviewed. It was shown that some cities received challenge from the short-term rental operators, who view their ordinances as over regulatory or discriminatory. In those cases, issues were either settled or the ordinance was revisited. Pinellas county's ordinance was created with those challenges in mind, and is fair and beneficial to their residents, and short-term rental, rental operators alike. I did meet with my counterpart in Pinellas County, Code Enforcement, to talk through the wins and challenges they faced, and those notes were instrumental in the creation of our ordinance. The proposed Temple Terrace Short Term Rental Ordinance uses Pinellas County's as a base, but is adjusted to accomplish the unique needs of our city. The public purpose of this ordinance is to serve the health, safety, and general welfare of our community. It does that by requiring all short term rentals to meet basic life and safety standards. Under the Florida Building Code and Fire Prevention Code, preserving the quiet character and property values of established neighborhoods, promoting accountability among owners and operators, and ensuring fair treatment of both the short term rental owner and our residents. Ultimately, this is about ensuring that everyone residents, visitors and property owners can coexist safely and respectfully. This ordinance creates a clear and structured system for short term rentals in the city.

First, it establishes a Certificate of Use program. All short term rentals must apply for and maintain a certificate of use, which is valid for one year. Before the initial certificate is issued, the fire department will inspect the property to confirm it meets minimum life safety requirements. That inspection will be repeated every two years thereafter. Second, it helps and establishes a registration fee of \$200 per property per year. That fee helps offset the administrative and inspection costs associated with the program, it says. Operational standards. Maximum occupancy is limited to two persons per bedroom, plus two additional occupants, and review of

other local ordinances, including Sarasota, Pinellas County and Orlando. This occupancy level is standard. All parking must be off street. No lawn or grass parking is permitted. In conjunction with Temple Terrace Code section 16 dash seven. Quiet hours are set between 10 p.m. and 8 a.m. each property must have a local responsible party available 24 hours a day to respond to emergencies, inspections or complaints. Basic safety and contact information must be posted inside the unit in a conspicuous place near the main entry door. Includes advertising requirements. Any advertisement must include the property's license and certificate numbers, the maximum occupancy and parking limits. That way, guests and neighbors have clear expectations before booking occurs. Finally, it establishes enforcement provisions. Violations are handled under chapter one, article two of the City Code using the standard Code Enforcement Board process. The emphasis is on achieving compliance, not punishment. He highlighted how this proposed short term rental ordinance is not only protective of our neighborhoods, but also fair and beneficial to responsible short term rental owners. First, the ordinance legitimizes and protects the right to operate short term rentals within our city. It doesn't ban or over restrict them. Instead, it creates a structured certificate of use program that allows owners to operate confidently within clear local standards. By aligning with state law, we ensure that owners retain their property rights while the city retains reasonable oversight that protecting community. Second, it protects owners from liability by requiring those safety inspections. These inspections confirm that each short term rental meets minimum life and safety requirements. Under the Florida Building Code and the Florida Fire Prevention Code. This isn't just about compliance. It's about reducing risk for the owner and ensuring they're operating a safe property that meets legal standards. The ordinance levels the playing field. Every short term rental operator must follow the same rules, meet the same standards, and hold the same certificate of use. This prevents unregulated operators from undercutting compliant ones and creates a fair, competitive marketplace for everyone who plays by the rules. The ordinance offers a streamlined and transparent process for the owners. The certificate of use is valid for one full year, and renewals are straightforward. If property changes ownership, there's a clear, predictable 30 day window for the new owner to reapply, and that way there's no confusion or sudden interruption in operations. The ordinance provides clarity and predictability. Owners know exactly what's required, how to meet parking, occupancy, advertising and safety standards. That transparency reduces disputes and helps everyone stay on the same page. It's designed to be fair, measurable, and easy to follow, not punitive or confusing. The framework encourages cooperation between the city and rental owners. Each rental must designate a responsible party, someone the city can contact directly to resolve issues quickly and responsibly. This does accountability while also showing again that the city's goal is compliance and not punishment. We're aiming to work with owners, not against. This ordinance professionalize the short term rental industry with interpreters. It requires proper business licensing through the state collection, remittance of required taxes, and truthful advertising that includes occupancy and parking limits. That

approach establishes short term rentals as legitimate, well managed component of our local economy. The annual registration fee of \$200 per property will cover the cost of inspection, administration, and enforcement, reducing the financial impact on the city's general fund. For property owners and operators. The cost is minimal compared to the average rental income for the short term stays. Overall, the ordinance is expected to have a neutral to modestly positive economic impact, and it provides predictability for owners and operators while improving safety and neighborhood compatibility for the community. It strengthens public confidence in how these properties are managed, creating a safer, more orderly environment for everyone. In conclusion, this ordinance provides a practical and balanced approach to managing short term rentals in Temple Terrace. It respects property rights, enhances neighborhood quality, and assures that all rental properties operate safely and responsibly.

Vice Mayor Schisler asked about the annual \$200 fee, and would it now be \$400 because of the rental fee.

Mr. Shanks noted short term rentals operate completely separate from the rental program.

Vice Mayor Schisler asked about renting rooms to different people.

Mr. Shanks stated Florida Statute dictates what a rental is, but it also dictates, more importantly for us, what a short-term rental is, which is less than 30 days, more than three times per year. It does not allow them to quantify how many people are living inside. However, when it comes to zoning, we have multifamily homes. We have single family homes. Multifamily homes cannot be in single family zoning districts. When they go to inspect, that's one of the things they're going to be looking for is, is this home a multifamily home, was it converted to a multifamily home. If that's the case, they will not be issued a certificate of use until the home is restored to the proper zone. We can't dictate whether or not somebody can rent a property or rent a room. What we can do is make sure they're licensed properly, through the state, and hold them accountable for the certificate of use.

The Council discussed enforcement of parking and whole house rental.

Mayor Ross asked the Clerk to read the title of the ordinance.

The City Clerk therefore read the title.

AN ORDINANCE OF THE CITY COUNCIL OF TEMPLE TERRACE, FL, CREATING DIVISION 3 OF ARTICLE IV, CHAPTER 8, OF THE TEMPLE TERRACE CODE OF ORDINANCES, ENTITLED "SHORT-TERM RENTALS;" PROVIDING DEFINITIONS; ESTABLISHING A CERTIFICATE OF USE PROGRAM FOR SHORT-TERM RENTAL PROPERTIES; PROVIDING FOR INSPECTIONS OF SHORT-TERM

RENTAL PROPERTIES TO ENSURE CONSISTENCY WITH THE FLORIDA BUILDING CODE AND FLORIDA FIRE PREVENTION CODE; PROVIDING FOR SHORT-TERM RENTAL PROPERTY ADVERTISING REQUIREMENTS; PROVIDING PROVISIONS FOR THE REGULATION OF OCCUPANCY OF SHORT-TERM RENTAL PROPERTIES; PROVIDING PARKING REGULATIONS FOR SHORT-TERM RENTAL PROPERTIES; PROVIDING FOR PENALTIES FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CHAPTER 8 OF THE CODE OF ORDINANCES WHICH GOVERNS BUILDINGS AND FIRE PREVENTION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Upon motion by Vice Mayor Schisler, seconded by Council Member Fernandez, **Approved** the ordinance on First Reading, approving Creating Short-Term Rental Requirements.

Vice Mayor Schisler asked for staff to provide more information on the parking issue and the enforcement of it by staff and the MCEB. As he understands this, once it is out of compliance, it is a violation.

Council Member Chambers thanked the staff and all involved for all the work on this.

Mayor Ross thanked staff and stated it is a terrific job. This has been a goal of the Council.

Vote on the motion being: Mayor Ross, Council Members Chambers, Fernandez, and Schisler voting "aye", no "nay".

The Mayor noted the Public Hearing and a Second Reading for December 16, 2025, Council Meeting.

13. Council Business:

Council Member Chambers stated the Council sometimes grants Christmas Eve off, but this year Christmas is on a Thursday, so he recommends allowing staff to have Friday off.

Upon motion by Council Member Chambers, seconded by Council Member Fernandez, **RESOLUTION 153-25(m), APPROVED** to allow staff to have Friday, December 26, 2025, as a day off. **Vote** on the motion being: Mayor Ross, Council Members Chambers, Fernandez, and Schisler voting "aye", no "nay".

Vice Mayor Schisler asked for information on the fence issue of Mr. Zimmerman, stating he had not received an email on the issue.

City Manager Baia stated he could have a response prepared for the next meeting.

14. New Business and Board Reports: None**15. City Manager's Report:****15.A. Report on the City's Due Diligence Regarding the Courtside Group, LLC's "Blazin' Paddles Sports Hub" Proposal for 8901 N. 56th Street**

City Manager Baia stated at the August 19th meeting, City Council entertained several proposals for possible acquisition of the city's property at 8901 North 56th Street. The proposal that was acceptable to Council that evening was from the Courtside Group LLC, Blazing Paddle proposal.

At the August 19, 2025 meeting, City Council directed the Administration to retain outside legal counsel and conduct an analysis of the Blazin' Paddles Sports Hub proposal for the purchase of the City's property at 8901 N. 56th Street. The City retained the services of the GrayRobinson law firm for this effort. GrayRobinson completed a title review to ascertain any limitations in the property history to this type of acquisition and is prepared to draft a potential purchase and sales agreement should the City Council direct staff to move to that phase. The City also retained the services of Fishkind Consulting to assess the business/financial viability of the proposers' (Courtside Group, LLC) and their plan. GrayRobinson also suggested that an appraisal be commissioned. The City retained the services of Bluemark Valuation for this function. Documents relating to all these steps are enclosed in the back-up and summarized below.

Title Review: GrayRobinson's ALTA commitment document was attached in the Council's packet.

Business/Financial Analysis: Hank Fishkind, President of Fishkind Consulting, reviewed the financial documents provided by the Courtside Group, LLC and interviewed the principals. As a result of that inquiry, Dr. Fishkind recommended that the Courtside Group: 1) provide a firm financial commitment for the proposed SBA loan; 2) demonstrate that they have raised the equity capital of \$1.8 million as included in their financing plan; 3) increase its equity investment to bring its working capital to \$1 million (in part to offset the group's lack of operational experience) noting the "Fishkind Report").

Courtside Group, LLC provided a response to the Fishkind Report asserting, primarily, that lower borrowing costs and a conservative construction budget have provided it with additional financial flexibility. Dr. Fishkind reviewed this response and did not feel that it satisfied his concerns.

Appraisal: Bluemark Valuation Advisors concluded that the property was valued at \$1.445 million. Community Development Staff had questions about this number and met with the appraiser on November 12th to better understand how this value was derived. In his explanation, the appraiser noted that he examined comparable sales, listings, development limitations, and

the public record to make a determination of value. He noted that there were several factors to the City's lot that have, essentially, influenced the appraised value of the property. The CRA requirements as to acquisition and development affect what a buyer might be willing to offer on a property. The fact that the property has been on the market for a longer than average time also influences value. Finally, the fact that the City recently turned down an offer of \$1.8 million for the property, albeit for legitimate long-term concerns, indicates to the market that \$2 million may not be the real value.

City Manager Baia stated he felt there were a couple of decision points, does the Council want to pursue the Blazin' Paddles proposal any further and the price of the property. Appraisal came in at \$1.445 million, and that is a public record.

Jed Woodarek, Courtside Group LLC, stated that they felt Fishkind Consulting put their stamp of approval on their business plan, their assumptions and their pricing. The biggest call out that he really had was their operating experience and needing the \$1 million of working capital going into the opening of the business. He explained the SBA (Small Business Association) loan and other components of the business plan and other equity plans if needed. He highlighted an assumption of Fishkind, that it would bring more than \$3 million in economic value to the City of Temple Terrace.

Steve Danyluk, Courtside Group LLC, noted that they were unaware that Dr. Fishkind had responded again with a response to the report. If they had known, they would have been prepared with a response.

Vice Mayor Schisler asked if the SBA covenants permit the reclassification of any of the possible overages and estimates.

Mr. Woodarek answered yes.

Vice Mayor Schisler noted he didn't want an empty building and asked them to confirm that the SBA covenants allow that. Stating that the use of those possible overages would be commitment for working capital requirements.

Council Member Fernandez stated her concerns are that working capital is not sufficient and not enough experience. She likes the concept but does not want to approve this and end up having an empty building.

Mr. Woodarek stated Dr. Fishkind mentioned in his report, we do have advisors with significant restaurant experience. I think we mentioned that in the August meeting as well. But within the budget that we provided in the financial model, we do have, several full time roles, both for a bar manager, for a head chef, for bringing in expertise for folks that are going to be in there, you

know, 40 hours a week plus to make sure that we're successful. We know that we can't do it alone. We're also not trying to build a business model or a financial model that's going to be solely reliant on minimum wage employees. So I think that's probably two of the most critical hires that we would have, or folks that have the experience that can work in day to day with us. In addition to the current advisors that are on staff. And then, the financial, the working capital component, the \$270,000 that we provided as working capital for the day that we open. On top of that, there is the \$460,000, construction contingency, which, I totally understand and respect Dr. Fishkind of saying that, "you can't use that because it might go towards construction." But there's significant pre-opening revenue opportunities that we have to both build our brand and marketing, but also to drive revenue, with pop up tournaments that I think we mentioned before, but also to pre-sell to corporations in the area. If we're able to open around the holidays next year or whatever the timing really is, we could reach out to corporations here in the local area to hopefully pre-sell events and pre-sell team building opportunities. We have that in a number of areas to drive revenue that wasn't accounted for in the model that we shared with Dr. Fishkind.

Mr. Danyluk added their revenue model is very diverse for a reason. They wanted to optimize what is going to be a draw to a community. The food component is a draw to the community. A bar aspect is a draw to a community. We talked about the concert series. We talked about our subscription-based model. We talked about corporate events. We're not solely dependent on the restaurant side of things, but we both recognize that it will be a key hire for us in that role.

Council Fernandez asked staff what happens if the project does not work out.

City Manager Baia stated that unless there is a provision built into the agreement that is entered into with the other party, the property is gone. There could be a clawback provision, but the City may still not be made whole. There are no guarantees.

Council Member Chambers asked in the revenue projection, what percentage is the pickleball component of your total revenues.

Mr. Woodarek stated approximately 33%.

Council Member Chambers asked if they have reached out to partner with the Temple Terrace Pickleball Club or Leisure Services.

Mr. Woodarek stated they have spoken to the Pickleball Club.

Mayor Ross stated, "number one of the three recommendations made by Dr. Fishkind, was to provide a firm financial commitment for the proposed SBA loan. What exactly does that mean?"

Mr. Woodarek thinks it means seeing the full approval of the loan. But they need to own the land before they will have the official approval of the loan for the business.

Vice Mayor Schisler stated he is comfortable with discussions, the pledges, the promises from the potential owners and the Council should move forward. Let's come up with a plan, build it in such a way, so that if the SBA falls, we have some protections. He takes their word of working toward a million-dollar working capital. Working capital is critical but thinks the City can move forward cautiously.

Council Member Fernandez stated she likes concept. She would not rely on the construction overages. Her concern is working capital. She likes the model and thinks it will energize the space.

Mayor Ross asked what is proposed then.

Council Member Ferandez stated that the Council should require a certain level of capital.

Council Member Chambers stated he likes the concept. He was at a tournament recently and it was a big deal, with food trucks. He is not sure on capital concerns, but if they purchase the property, what if they do not get the loan.

Mayor Ross stated it would not close.

City Manager Baia stated there seemed to be a lot of concern of working capital. The Council could move forward with the alternative that working capital would need to be increased. If the Courtside group wants to come back with the increased capital as part of the plan, the City would consider moving forward.

Mayor Ross stated he is concerned that the City hired the financial person to look this over, and they have said there are some red flags, such as not having any experience with the restaurant, food and beverage and the level of capital. He stated he is concerned about doing this and if it fails, that would be a bad thing, after hiring the financial consultant to review the plan. He really loves the concept, but he has concerns of the working capital being so close to the margins. He also agrees to not rely on construction overages.

Vice Mayor Schisler asked if the City can require a certain level of capital.

City Manager Baia stated the City could say that, it is a negotiation.

Mayor Ross stated what he is hearing is that the Council is uncomfortable with the financial scenario, particularly the ability to get one million dollars in working capital, and the Council could

leave things as they are and if Courtside group wants to come back with more working capital, the Council could revisit this deal.

Council Members agreed they would like to move forward if the working capital concern was taken care of.

Upon motion by Vice Mayor Schisler, seconded by Council Member Chambers, **Moved** to work with the perspective pickle ball concept and Blazin' Paddles to continue to work towards the deal with a million-dollar working capital threshold for consummation of the project.

Mayor Ross asked the City Manager if he was comfortable with this motion.

City Manager Baia stated that he requests the motion to change that it is not the City but the motion reads to put it in the Courtside's area, if they want to continue and come back with the working capital of one-million-dollar threshold, the Council will consider it.

Upon Motion **Amended** by Vice Mayor Schisler, Seconded by Council Member Chambers, **RESOLUTION 154-25(m), APPROVED** to note that the City Council is still open to this deal and likes the concept. If Courtside (Blazin' Paddles) wants to come back to the Council when they have a million dollars threshold of working capital, the City is still interested.

City Attorney Mueller wanted to make it clear that it is still on the market.

Vice Mayor Schisler stated this parcel is very visible and success is paramount to the success of the area.

Mayor Ross stated we have turned down other offers, with financial ability to perform.

Vote on the motion being: Mayor Ross and Council Members Chambers, Fernandez, and Schisler voting "aye," no "nay."

City Manager Baia noted the appraisal issue.

Mayor Ross confirmed that the appraisal came back at \$1.445 million.

John Lochner, Florida ROI, broker, made one clarification. The \$1.8 million offer was a mixed use, affordable senior housing with retail on the ground floor. The other point he made is we now have an appraisal on the public record.

Mayor Ross asked if the Council should set the price at the appraised amount.

Mr. Lochner noted it would depend on what the developer would want to do with the property, as to what they would be willing to pay.

Upon motion by Council Member Fernandez, seconded by Vice Mayor Schisler, **RESOLUTION 155-25(m), APPROVED** to Revalue the property in our listing to the appraised value of \$1.445 million. **Vote** on the motion being: Mayor Ross, Council Members Chambers, Fernandez, and Schisler voting “aye”, no “nay”.

Council Member Fernandez asked if the City’s website calendar has all the events, such the Winter Wonderland.

Maria Rodriguez, PIO, stated the calendar should have all the events and meetings.

Council Member Fernandez asked for the schedule for an update on the water treatment report.

City Manager Baia noted this is a complex issue. It deals with emergency and redundancy purposes of securing our water system. The City is looking at a number of different alternatives. There has been a report to the Council on a weekly basis of all the research and due diligence that is being done. The first issue is the pilot study and analysis the Council requested and to come up with a recommendation for the Council to consider with pricing. As the evaluation was being done by staff through their resources and networks, they also discovered there are other new cutting edge technologies that might be more affordable than some of the other technologies that have been used. We asked the consultants to test other possibilities which will take more time. Council has already been made aware that to get through the pilot testing and analysis, it will be into the spring to probably June before the recommendation comes back to the City. Then other work must be done to put together the whole report with costs and recommendations. He noted they are still working with Tampa and Hillsborough County on other options. It was noted that any new information is being updated on the website. He would present the information to the Council and then a town hall meeting could be held. With this being a huge investment, the City wants to get this right.

16. City Attorney’s Report: None

Mayor Ross stated this was a very good meeting and thanked the staff for their work.

17. [if additional comments] - None

Adjournment:

Meeting adjourned at 8:25 p.m.

X

Andrew R. Ross
Mayor

X

Gil Schisler
Vice Mayor

X

James Chambers
Council Member

X

Alison Fernandez
Council Member

X

Erik Kravets
Council Member

Attest:

X

Lynda Sader
City Clerk

Item Cover Page

City Council Item Report

Date: December 16, 2025
From: Margaret Persell, Administrative Assistant III
Item Type: Resolution
Subject: Resolution Revising Article V of the Bicycle/Pedestrian Advisory Committee's Rules of Procedure Regarding Meeting Schedule
Presenter: Lynda Sader, City Clerk

Recommendation:

It is recommended that City Council adopt a resolution revising the BPAC's Rules of Procedure to allow monthly meetings to commence in January 2026.

Discussion:

The Bicycle/Pedestrian Advisory Committee has requested to meet monthly beginning January 2026 in order to address the bicycle and pedestrian issues that come before the Committee.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, REVISING ARTICLE V OF THE BICYCLE/PEDESTRIAN ADVISORY COMMITTEE'S RULES OF PROCEDURE REGARDING MEETING SCHEDULE; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Resolution

Cost:

Attachments:

1. Resolution

2. Rules of Procedures BPAC Clean Draft 12-16-2025
3. Rules of Procedures BPAC Redline 12-16-2025

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, REVISING ARTICLE V OF THE BICYCLE/PEDESTRIAN ADVISORY COMMITTEE'S RULES OF PROCEDURE REGARDING MEETING SCHEDULE; PROVIDING AN EFFECTIVE DATE.

Whereas, on January 18, 2022, the City Council created the Bicycle/Pedestrian Advisory Committee (BPAC), via Resolution 16-22, so the City Council could be advised on matters involving bicycle and pedestrian safety, infrastructure, and the convenience of cycling and walking on City streets and facilities for such; and

Whereas, Article V of the BPAC's Rules of Procedure established bi-monthly meetings; and

Whereas, the BPAC has requested to meet monthly beginning January 2026 in order to address the bicycle and pedestrian issues that come before the Committee; and

Whereas, Article V of the BPAC's Rules of Procedure is being revised to allow the Committee to meet monthly; and

Whereas, the City Council has determined that this revision to the BPAC's Rules of Procedure is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, that:

1. The revision to Article V of the Bicycle/Pedestrian Advisory Committee's Rules of Procedure to allow meeting on a monthly basis, effective January 2026, attached hereto as Exhibit 1, is approved.
2. This Resolution is effective upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE,
FLORIDA, this 16th day of December, 2025.**

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk



Bicycle/Pedestrian Advisory Committee City of Temple Terrace, Florida Rules of Procedures

UPDATED December 16, 2025

Bicycle/Pedestrian Advisory Committee

City of Temple Terrace, Florida

Rules of Procedure

Article I – Name

The name of this Committee shall be “The City of Temple Terrace Bicycle/Pedestrian Advisory Committee.” (BPAC)

Article II – Purpose

The Committee’s formal purpose is “To advise the mayor, city council and city administration on matters involving bicycle and pedestrian safety, infrastructure, and the convenience of cycling and walking on city streets and facilities for such.” (Resolution 016-22) The Committee will serve in an advisory capacity to the Mayor and City Council. The Committee is charged with making recommendations to the mayor, city council and city administration on matters concerning bicycle and pedestrian activity within Temple Terrace. The Committee shall have no regulatory authority and shall not adopt or promote positions on behalf of the city without the express permission of the city council.

Article III – Officers and their Duties

The officers shall be a Chairperson and a Vice Chairperson.

The City Clerk’s Office liaison will attend the meetings with the sole purposes of recording of meeting minutes and ensuring all communication between Committee members, outside of the BPAC meeting, go through the Clerk’s Office; other duties may be assigned by the Council Liaison.

The Chairperson shall officiate at all meetings of the Committee and shall have the duties normally conferred by parliamentary usage on such officers.

The Chairperson shall act as the liaison to city officials.

The Chairperson shall have the privilege of discussing all matters before the Committee and shall have the same voting rights as all Committee members.

The Vice Chairperson shall act in the absence of the Chairperson.

Article IV – Election of Officers

Members shall elect a Chairperson and Vice Chairperson annually. Incumbents shall be eligible for reelection. Nomination of officers shall be made from the floor and the election shall be held immediately thereafter. A second of a nomination is not needed. Candidates receiving a majority vote shall serve a term of one year.

Vacancies in office shall be filled immediately by using the regular election procedure above to complete the unexpired term of the office vacated.

Article V – Meetings

The Committee's regular meeting shall be held monthly at 5:30 p.m. on the third Thursday of the month, in the Council Chambers at City Hall. The Committee may convene more for a special purpose. The Committee may meet less frequently as the demand necessitates and as determined by the Chairperson.

Notice of all meetings shall be provided to all Committee members at least forty-eight (48) hours in advance.

Article VI – Attendance

In accordance with the City of Temple Terrace Board Handbook; *If a member of the BPAC is absent from one meeting, without prior notification, in a twelve-month period, the circumstances surrounding these absences will be reviewed by the Mayor and City Council to determine if that member should relinquish the position.* Members shall notify the City Clerk Liaison as soon as possible if they are unable to attend a meeting and provide the reason for their absence. The City Clerk Liaison will so notify the Chairperson and contact alternate member(s) as necessary to attend meetings.

Article VII - Voting

A quorum of at least THREE (3) members, which may include alternate member(s), must be present for the BPAC to take action.

Voting shall be by voice vote and shall be recorded by individual "aye" or "nay." Each member present shall cast a vote on each question before the Committee, except that if any member has a conflict in a matter, he/she shall abstain from participating as a member of the Committee and must file a Memorandum of Voting Conflict with the City Clerk Liaison within fifteen (15) days after such abstention.

Article VIII – Term Limits

The committee is composed of five (5) members and two alternate members. Term of appointment is three (3) years and members can serve three (3) consecutive terms. If a member is appointed to an unexpired term from a resignation, then the member will fulfill the unexpired term and is permitted to apply for up to three (3) additional consecutive terms.

Article IX – Miscellaneous

These Rules of Procedure may be altered in a manner not inconsistent with the City Code and applicable Florida Statutes during a regular meeting by the affirmative vote of at least three (3) members of the Committee, If a change to these rules is intended to be permanent, written notice of the proposed change is given to the Committee at least forty-eight (48) hours prior to the meeting.



Bicycle/Pedestrian Advisory Committee City of Temple Terrace, Florida Rules of Procedures

UPDATED ~~AUGUST 1, 2023~~ December 16, 2025

Bicycle/Pedestrian Advisory Committee

City of Temple Terrace, Florida

Rules of Procedure

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Article IV – Election of Officers

Members shall elect a Chairperson and Vice Chairperson annually. Incumbents shall be eligible for reelection. Nomination of officers shall be made from the floor and the election shall be held immediately thereafter. A second of a nomination is not needed. Candidates receiving a majority vote shall serve a term of one year.

Vacancies in office shall be filled immediately by using the regular election procedure above to complete the unexpired term of the office vacated.

Article V – Meetings

The Committee's regular meeting shall be held ~~bi-monthly~~ **monthly** at 5:30 p.m. on the third Thursday of the month, in the Council Chambers at City Hall. The Committee may convene more for a special purpose. The Committee may meet less frequently as the demand necessitates and as determined by the Chairperson.

Notice of all meetings shall be provided to all Committee members at least forty-eight (48) hours in advance.

Article VI – Attendance

In accordance with the City of Temple Terrace Board Handbook; *If a member of the BPAC is absent from one meeting, without prior notification, in a twelve-month period, the circumstances surrounding these absences will be reviewed by the Mayor and City Council to determine if that member should relinquish the position.* Members shall notify the City Clerk Liaison as soon as possible if they are unable to attend a meeting and provide the reason for their absence. The City Clerk Liaison will so notify the Chairperson and contact alternate member(s) as necessary to attend meetings.

Article VII - Voting

A quorum of at least THREE (3) members, which may include alternate member(s), must be present for the BPAC to take action.

Voting shall be by voice vote and shall be recorded by individual "aye" or "nay." Each member present shall cast a vote on each question before the Committee, except that if any member has a conflict in a matter, he/she shall abstain from participating as a member of the Committee and must file a Memorandum of Voting Conflict with the City Clerk Liaison within fifteen (15) days after such abstention.

Article VIII – Term Limits

The committee is composed of five (5) members and two alternate members. Term of appointment is three (3) years and members can serve three (3) consecutive terms. If a member is appointed to an unexpired term from a resignation, then the member will fulfill the unexpired term and is permitted to apply for up to three (3) additional consecutive terms.

Article IX – Miscellaneous

These Rules of Procedure may be altered in a manner not inconsistent with the City Code and applicable Florida Statutes during a regular meeting by the affirmative vote of at least three (3) members of the Committee, If a change to these rules is intended to be permanent, written notice of the proposed change is given to the Committee at least forty-eight (48) hours prior to the meeting.

Item Cover Page

City Council Item Report

Date: December 16, 2025

From: Judy Nicklin, Executive Assistant

Item Type: Resolution - Agreement/Contract

Subject: Resolution Awarding the Continuing Contract for Asphalt Paving Services to Six Contractors

Presenter: Jason Warrenfeltz, Public Works Director

Recommendation:

Staff recommends that City Council authorize the City Manager to execute contracts with Ajax Paving Industries of Florida, LLC; Asphalt Paving Systems, Inc.; C. W. Roberts Contracting, Inc.; Gator Grading & Paving, LLC; Preferred Materials, Inc.; and Superior Asphalt, Inc. to conduct as needed asphalt paving services for an initial two-year term with the option of three one-year extensions.

Discussion:

In June of this year, the City advertised an "Invitation to Bid" (ITB No. 25-009) for Continuing Services for Asphalt Paving Services. This ITB was arranged to run for an initial two-year term with the option of three one-year extensions. In addition, the ITB was set up to allow the City to select numerous contractors to address our asphalt paving needs. Work may consist of: Asphaltic Surface Treatment Specifications, Full Depth Reclamation with Asphaltic Emulsion Specifications, Microsurfacing Specifications, Cold-In-Place Asphalt Recycling Special Conditions, Milling and Resurfacing Specifications, Cape Seal and Crack Filling/Sealing.

A total of six contractors submitted bid tabulation sheets for asphalt paving services, all met the City's requirements and are listed below:

- Ajax Paving Industries of Florida, LLC
- Asphalt Paving Systems, Inc.
- C. W. Roberts Contracting, Inc
- Gator Grading & Paving, LLC
- Preferred Materials, Inc.
- Superior Asphalt, Inc.

It is the City's intent to review costs associated with the identified concrete flat work and

determine the appropriate contractor to conduct the selected work element. That said, work assignments will be based on the bid package as well as workmanship to insure the City receives the highest quality of work for the bid price given.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE AWARD OF CONTRACTS TO AJAX PAVING INDUSTRIES OF FLORIDA, LLC, ASPHALT PAVING SYSTEMS, INC., C. W. ROBERTS CONTRACTING, INC., GATOR GRADING & PAVING, LLC, PREFERRED MATERIALS, INC., AND SUPERIOR ASPHALT, INC. TO CONDUCT AS NEEDED ASPHALT PAVING SERVICES FOR AN INITIAL TWO-YEAR TERM WITH THE OPTION OF THREE ONE-YEAR EXTENSIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS WITH THE AWARDED CONTRACTORS; PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Resolution

Cost:

Attachments:

1. Resolution
2. Bid tabulation with comparisons

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE AWARD OF CONTRACTS TO AJAX PAVING INDUSTRIES OF FLORIDA, LLC, ASPHALT PAVING SYSTEMS, INC., C. W. ROBERTS CONTRACTING, INC., GATOR GRADING & PAVING, LLC, PREFERRED MATERIALS, INC., AND SUPERIOR ASPHALT, INC. TO CONDUCT AS NEEDED ASPHALT PAVING SERVICES FOR AN INITIAL TWO-YEAR TERM WITH THE OPTION OF THREE ONE-YEAR EXTENSIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS WITH THE AWARDED CONTRACTORS; PROVIDING AN EFFECTIVE DATE.

Whereas, in June 2025, the City advertised an Invitation to Bid (25-009) for Continuing Services for General Asphalt Resurfacing for an initial two-year term with the option of three one-year extensions; and

Whereas, the contractor assignments would provide asphalt paving services to the City for projects on an as-needed basis; and

Whereas, work may consist of: Asphaltic Surface Treatment Specifications, Full Depth Reclamation with Asphaltic Emulsion Specifications, Microsurfacing Specifications, Cold-In-Place Asphalt Recycling Special Conditions, Milling and Resurfacing Specifications, Cape Seal and Crack Filling/Sealing; and

Whereas, work assignments would be based on availability and pricing to ensure the City receives the highest quality of work; and

Whereas, the below six contractors submitted bid tabulation sheets for asphalt paving services with all the contractors meeting the City's requirements:

- Ajax Paving Industries of Florida, LLC
- Asphalt Paving Systems, Inc.
- C. W. Roberts Contracting, Inc
- Gator Grading & Paving, LLC
- Preferred Materials, Inc.
- Superior Asphalt, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, that:

1. The award of contracts to Ajax Paving Industries of Florida, LLC, Asphalt Paving Systems, Inc., C. W. Roberts Contracting, Inc., Gator Grading & Paving, LLC, Preferred Materials, Inc., and Superior Asphalt, Inc. to perform asphalt paving services for an initial two-year term with the option of three one-year extensions is approved.

2. The City Manager is authorized to execute contracts with the contractors listed above.
3. This resolution becomes effective immediately upon adoption.

Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 16th day of December, 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

BID NO 25-009 CITY OF TEMPLE TERRACE CONTINUING SERVICES FOR GENERAL ASPHALT RESURFACING				C. W. Roberts Contracting, Inc	Preferred Materials, Inc.	Gator Grading & Paving, LLC	Asphalt Paving Systems, Inc.	Superior Asphalt, Inc.	Ajax Paving Industries of Florida, LLC
ITEM NO.	DESCRIPTION	QUANTITIY	UNIT	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
101-1	Mobilization	0-10	%	10%	10%	10%	7%	5%	10%
102-1	Maintenance of Traffic	0-10	%	10%	10%	10%	7%	5%	10%
104-10	Sediment Barrier	50-500	LF	\$ 5.24	\$ 5.50	\$ 10.00	\$ 5.25	\$ 5.50	\$ 5.00
104-10	Sediment Barrier	501-1000+	LF	\$ 3.40	\$ 3.75	\$ 10.00	\$ 5.00	\$ 3.50	\$ 5.00
104-12	Staked Turbidity Barrier	50-500	LF	\$ 9.95	\$ 14.25	\$ 20.00	\$ 10.50	\$ 15.00	\$ 15.00
104-12	Staked Turbidity Barrier	501-1000+	LF	\$ 7.33	\$ 8.50	\$ 20.00	\$ 8.50	\$ 8.50	\$ 15.00
104-15	Soil Tracking Prevention Device	2	EA	\$ 2,835.86	\$ 7,920.00	\$ 7,200.00	\$ 3,950.00	\$ 7,795.00	\$ 4,200.00
104-15	Soil Tracking Prevention Devices	2+	EA	\$ 2,835.86	\$ 6,410.00	\$ 7,200.00	\$ 3,800.00	\$ 6,310.00	\$ 4,200.00
104-18	Inlet Protection System	1-10	EA	\$ 387.54	\$ 260.00	\$ 265.00	\$ 250.00	\$ 255.00	\$ 300.00
104-18	Inlet Protection System	11-20+	EA	\$ 222.63	\$ 247.00	\$ 265.00	\$ 235.00	\$ 240.00	\$ 300.00
110-1-1	<i>Clearing and Grubbing</i>	1	AC	\$ 38,918.67	\$ 27,350.00	\$ 85,000.00	\$ 10,000.00	\$ 26,930.00	\$ 40,000.00
110-1	Curb and Gutter Removal	25-250	LF	\$ 235.65	\$ 173.00	\$ 25.00	\$ 85.00	\$ 170.00	\$ 75.00
110-1	Curb and Gutter Removal	251-500+	LF	\$ 61.11	\$ 22.00	\$ 16.00	\$ 60.00	\$ 22.00	\$ 60.00
110-2	Miscellaneous Concrete Removal	50-500	SY	\$ 150.31	\$ 87.00	\$ 75.00	\$ 85.00	\$ 85.00	\$ 150.00
110-2	Miscellaneous Concrete Removal	501-1000+	SY	\$ 105.01	\$ 37.00	\$ 45.00	\$ 60.00	\$ 35.00	\$ 130.00
110-3	Existing Pipe Removal	10-200	LF	\$ 643.12	\$ 755.00	\$ 200.00	\$ 350.00	\$ 745.00	\$ 525.00
110-3	Existing Pipe Removal	201-500+	LF	\$ 83.75	\$ 76.00	\$ 105.00	\$ 250.00	\$ 75.00	\$ 500.00
110-4	Removal of Existing Pavement	20-500	SY	\$ 273.61	\$ 216.00	\$ 200.00	\$ 54.50	\$ 210.00	\$ 60.00
110-4	Removal of Existing Pavement	501-1000+	SY	\$ 14.96	\$ 16.00	\$ 25.00	\$ 35.25	\$ 15.00	\$ 30.00
120-1	Roadway Excavation	201-500	CY	\$ 100.76	\$ 31.00	\$ 125.00	\$ 224.50	\$ 30.00	\$ 160.00
120-1	Roadway Excavation	501-1000+	CY	\$ 59.75	\$ 29.00	\$ 100.00	\$ 198.50	\$ 30.00	\$ 100.00
120-4	Swale Grading	20-200	LF	\$ 201.87	\$ 250.00	\$ 60.00	\$ 220.00	\$ 245.00	\$ 150.00

BID NO 25-009 CITY OF TEMPLE TERRACE CONTINUING SERVICES FOR GENERAL ASPHALT RESURFACING				C. W. Roberts Contracting, Inc	Preferred Materials, Inc.	Gator Grading & Paving, LLC	Asphalt Paving Systems, Inc.	Superior Asphalt, Inc.	Ajax Paving Industries of Florida, LLC
ITEM NO.	DESCRIPTION	QUANTITIY	UNIT	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
120-4	Swale Grading	201-500+	LF	\$ 40.17	\$ 31.00	\$ 35.00	\$ 190.00	\$ 30.00	\$ 125.00
120-6	Embankment (Truckload)	1-200	CY	\$ 315.29	\$ 311.00	\$ 125.00	\$ 300.00	\$ 305.00	\$ 340.00
120-6	Embankment (Truckload)	201-500+	CY	\$ 105.85	\$ 76.00	\$ 100.00	\$ 250.00	\$ 75.00	\$ 160.00
280-2	Asphaltic Base Course	20-200	TN	\$ 771.99	\$ 359.00	\$ 340.00	\$ 978.00	\$ 430.00	\$ 300.00
280-2	Asphaltic Base Course	201-500	TN	\$ 210.48	\$ 228.00	\$ 225.00	\$ 181.25	\$ 220.00	\$ 210.00
280-2	Asphaltic Base Course	501-1000+	TN	\$ 178.06	\$ 186.00	\$ 190.00	\$ 162.25	\$ 200.00	\$ 180.00
327-1	Milling of Existing Asphalt (2" +/-)	50,000 +	SY	\$ 5.19	\$ 6.20	\$ 4.15	\$ 3.70	\$ 4.50	\$ 6.50
327-2	Milling of Existing Asphalt (2" +/-)	10,000 to 50,000	SY	\$ 5.90	\$ 11.50	\$ 4.60	\$ 3.85	\$ 5.50	\$ 7.50
331-1	Type III Asphaltic Concrete	20-200	TN	\$ 930.22	\$ 352.00	\$ 340.00	\$ 980.00	\$ 430.00	\$ 310.00
331-1	Type III Asphaltic Concrete	201-500	TN	\$ 230.67	\$ 245.00	\$ 225.00	\$ 183.25	\$ 215.00	\$ 210.00
331-1	Type III Asphaltic Concrete	501-1000+	TN	\$ 231.12	\$ 199.00	\$ 190.00	\$ 164.25	\$ 200.00	\$ 190.00
333-1	Asphaltic Concrete Type "S-1"	20-200	TN	\$ 926.03	\$ 346.00	\$ 340.00	\$ 978.00	\$ 430.00	\$ 305.00
333-1	Asphaltic Concrete Type "S-1"	201-500	TN	\$ 225.80	\$ 239.00	\$ 200.00	\$ 181.25	\$ 220.00	\$ 200.00
333-1	Asphaltic Concrete Type "S-1"	501-1000+	TN	\$ 188.33	\$ 195.00	\$ 185.00	\$ 162.25	\$ 200.00	\$ 180.00
333-2	Asphaltic Concrete Type "S-3"	20-200	TN	\$ 930.22	\$ 352.00	\$ 340.00	\$ 980.00	\$ 430.00	\$ 310.00
333-2	Asphaltic Concrete Type "S-3"	201-500	TN	\$ 230.67	\$ 245.00	\$ 200.00	\$ 183.25	\$ 220.00	\$ 225.00
333-2	Asphaltic Concrete Type "S-3"	501-1000+	TN	\$ 231.06	\$ 209.00	\$ 185.00	\$ 164.25	\$ 200.00	\$ 200.00
425-1	<i>Adjusting Manholes (Metal Riser Rings)</i>	1-5	EA	\$ 388.41	\$ 441.00	\$ 500.00	\$ 250.00	\$ 465.00	\$ 550.00
425-1	<i>Adjusting Manholes (Metal Riser Rings)</i>	6-10	EA	\$ 388.39	\$ 441.00	\$ 500.00	\$ 250.00	\$ 290.00	\$ 550.00
425-1	<i>Adjusting Manholes (Metal Riser Rings)</i>	11-20+	EA	\$ 388.39	\$ 441.00	\$ 500.00	\$ 250.00	\$ 230.00	\$ 550.00
425-2	<i>Adjusting Valve Boxes (Metal Riser Rings)</i>	1-5	EA	\$ 335.71	\$ 395.00	\$ 400.00	\$ 265.00	\$ 290.00	\$ 850.00
425-2	<i>Adjusting Valve Boxes (Metal Riser Rings)</i>	6-10	EA	\$ 335.68	\$ 395.00	\$ 400.00	\$ 265.00	\$ 175.00	\$ 850.00

BID NO 25-009 CITY OF TEMPLE TERRACE CONTINUING SERVICES FOR GENERAL ASPHALT RESURFACING				C. W. Roberts Contracting, Inc	Preferred Materials, Inc.	Gator Grading & Paving, LLC	Asphalt Paving Systems, Inc.	Superior Asphalt, Inc.	Ajax Paving Industries of Florida, LLC
ITEM NO.	DESCRIPTION	QUANTITIY	UNIT	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
425-2	<i>Adjusting Valve Boxes (Metal Riser Rings)</i>	11-20+	EA	\$ 335.68	\$ 395.00	\$ 400.00	\$ 265.00	\$ 115.00	\$ 850.00
430-2	18" RCP CD - CLASS III	1-200	LF	\$ 977.08	\$ 1,431.00	\$ 190.00	\$ 425.00	\$ 1,410.00	\$ 950.00
430-2	18" RCP CD - CLASS III	201-500+	LF	\$ 649.92	\$ 219.00	\$ 190.00	\$ 225.00	\$ 215.00	\$ 650.00
520-1	Type "A" Curb	10-25	LF	\$ 235.17	\$ 184.00	\$ 72.00	\$ 250.00	\$ 180.00	\$ 250.00
520-1	Type "A" Curb	26-50+	LF	\$ 129.28	\$ 83.00	\$ 72.00	\$ 140.00	\$ 80.00	\$ 150.00
520-2	Type "B" Curb	10-25	LF	\$ 235.17	\$ 184.00	\$ 72.00	\$ 250.00	\$ 180.00	\$ 250.00
520-2	Type "B" Curb	26-50+	LF	\$ 129.28	\$ 106.00	\$ 72.00	\$ 140.00	\$ 105.00	\$ 150.00
520-3	Type "D" Curb	10-25	LF	\$ 235.17	\$ 195.00	\$ 72.00	\$ 250.00	\$ 190.00	\$ 250.00
520-3	Type "D" Curb	26-50+	LF	\$ 129.28	\$ 117.00	\$ 72.00	\$ 140.00	\$ 115.00	\$ 150.00
520-4	Type "E" Curb	10-25	LF	\$ 235.17	\$ 184.00	\$ 72.00	\$ 250.00	\$ 180.00	\$ 250.00
520-4	Type "E" Curb	26-50+	LF	\$ 129.28	\$ 83.00	\$ 72.00	\$ 140.00	\$ 80.00	\$ 165.00
520-5	Type "F" Curb	10-25	LF	\$ 235.17	\$ 184.00	\$ 72.00	\$ 250.00	\$ 180.00	\$ 250.00
520-5	Type "F" Curb	26-50+	LF	\$ 129.28	\$ 83.00	\$ 72.00	\$ 140.00	\$ 80.00	\$ 165.00
522-2	Concrete Sidewalk - (6" thickness)	20-100	SY	\$ 325.76	\$ 161.00	\$ 152.00	\$ 250.00	\$ 160.00	\$ 185.00
522-2	Concrete Sidewalk - (6" thickness)	101-250+	SY	\$ 193.77	\$ 171.00	\$ 152.00	\$ 165.00	\$ 170.00	\$ 175.00
527-2	Detectable Warning Surfaces (Inset) *	10-50	SF	\$ 70.68	\$ 72.00	\$ 40.00	\$ 40.00	\$ 70.00	\$ 125.00
527-2	Detectable Warning Surfaces (Inset) *	51-100+	SF	\$ 70.68	\$ 61.00	\$ 40.00	\$ 40.00	\$ 60.00	\$ 125.00
527-3	Det. Warning Surf. (Screwdown Retro-Fit)	10-50	SF	\$ 47.12	\$ 42.00	\$ 80.00	\$ 40.00	\$ 40.00	\$ 35.00
527-3	Det. Warning Surf. (Screwdown Retro-Fit)	51-100	SF	\$ 47.12	\$ 35.00	\$ 80.00	\$ 40.00	\$ 35.00	\$ 35.00
575-1	Sodding (Bahia)	100-500	SY	\$ 63.36	\$ 12.00	\$ 30.00	\$ 7.50	\$ 30.00	\$ 20.00
575-1	Sodding (Bahia)	501-1000+	SY	\$ 21.22	\$ 10.00	\$ 20.00	\$ 6.50	\$ 15.00	\$ 15.00
575-2	Sodding (Floritam)	100-500	SY	\$ 68.77	\$ 17.00	\$ 40.00	\$ 11.00	\$ 35.00	\$ 25.00

BID NO 25-009 CITY OF TEMPLE TERRACE CONTINUING SERVICES FOR GENERAL ASPHALT RESURFACING				C. W. Roberts Contracting, Inc	Preferred Materials, Inc.	Gator Grading & Paving, LLC	Asphalt Paving Systems, Inc.	Superior Asphalt, Inc.	Ajax Paving Industries of Florida, LLC
ITEM NO.	DESCRIPTION	QUANTITIY	UNIT	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
575-2	Sodding (Floritam)	501-1000+	SY	\$ 25.78	\$ 16.00	\$ 25.00	\$ 10.00	\$ 20.00	\$ 20.00
660-2102	Loop Assembly, F&I - Type B	1	AS	\$ 3,533.78	\$ 5,395.00	\$ 3,500.00	\$ 2,750.00	\$ 1,950.00	\$ 6,000.00
706-1	Reflective Pavement Markings (RPM's)	20-60	EA	\$ 16.02	no bid	\$ 6.00	\$ 12.60	\$ 7.00	\$ 7.50
706-1	Reflective Pavement Markers (RPM's)	61-100+	EA	\$ 6.16	no bid	\$ 6.00	\$ 7.35	\$ 7.00	\$ 7.50
710-1	6" Solid Traffic Stripe (paint)	1-200	LF	\$ 6.16	no bid	\$ 2.00	\$ 5.25	\$ 0.60	\$ 2.00
710-1	6" Solid Traffic Stripe (paint)	201-500	LF	\$ 1.29	no bid	\$ 1.00	\$ 2.10	\$ 0.60	\$ 2.00
710-1	6" Solid Traffic Stripe (paint)	501-1000+	LF	\$ 0.65	no bid	\$ 0.75	\$ 1.58	\$ 0.60	\$ 2.00
710-2	12" Solid Traffic Stripe (paint)	1-25	LF	\$ 12.93	no bid	\$ 7.50	\$ 15.75	\$ 2.00	\$ 3.00
710-2	12" Solid Traffic Stripe (paint)	26-50	LF	\$ 6.47	no bid	\$ 5.50	\$ 12.60	\$ 2.00	\$ 3.00
710-2	12" Solid Traffic Stripe (paint)	51-100+	LF	\$ 3.88	no bid	\$ 3.50	\$ 8.40	\$ 2.00	\$ 3.00
710-3	18" Solid Traffic Stripe (paint)	1-25	LF	\$ 14.23	no bid	\$ 7.50	\$ 26.25	\$ 2.50	\$ 4.00
710-3	18" Solid Traffic Stripe (paint)	26-50	LF	\$ 7.76	no bid	\$ 5.50	\$ 18.90	\$ 2.50	\$ 4.00
710-3	18" Solid Traffic Stripe (paint)	51-100+	LF	\$ 5.18	no bid	\$ 4.50	\$ 12.60	\$ 2.50	\$ 4.00
710-4	24" Solid Traffic Stripe (paint)	1-25	LF	\$ 15.53	no bid	\$ 10.00	\$ 52.50	\$ 2.50	\$ 5.00
710-4	24" Solid Traffic Stripe (paint)	26-50	LF	\$ 9.06	no bid	\$ 7.50	\$ 48.30	\$ 2.50	\$ 5.00
710-4	24" Solid Traffic Stripe (paint)	51-100+	LF	\$ 6.47	no bid	\$ 5.00	\$ 25.20	\$ 2.50	\$ 5.00
710-5	6" Skip Traffic Stripe (paint)	1-200	LF	\$ 6.47	no bid	\$ 4.00	\$ 6.30	\$ 0.30	\$ 2.00
710-5	6" Skip Traffic Stripe (paint)	201-500	LF	\$ 1.29	no bid	\$ 1.50	\$ 3.15	\$ 0.30	\$ 2.00
710-5	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$ 0.65	no bid	\$ 0.75	\$ 2.10	\$ 0.30	\$ 2.00
710-6	6" Dotted Guide Lines (paint)	1-50	LF	\$ 6.47	no bid	\$ 4.00	\$ 6.30	\$ 0.30	\$ 2.00
710-6	6" Dotted Guide Lines (paint)	51-100	LF	\$ 1.29	no bid	\$ 1.50	\$ 3.15	\$ 0.30	\$ 2.00
710-6	6" Dotted Guide Lines (paint)	101-150+	LF	\$ 0.65	no bid	\$ 0.75	\$ 2.10	\$ 0.30	\$ 2.00

BID NO 25-009 CITY OF TEMPLE TERRACE CONTINUING SERVICES FOR GENERAL ASPHALT RESURFACING				C. W. Roberts Contracting, Inc	Preferred Materials, Inc.	Gator Grading & Paving, LLC	Asphalt Paving Systems, Inc.	Superior Asphalt, Inc.	Ajax Paving Industries of Florida, LLC
ITEM NO.	DESCRIPTION	QUANTITIY	UNIT	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
710-7	Directional Arrows (Paint)	1	EA	\$ 92.42	no bid	\$ 100.00	\$ 105.00	\$ 45.00	\$ 100.00
710-8	Pavement Messages (Paint)	1	EA	\$ 117.06	no bid	\$ 250.00	\$ 210.00	\$ 115.00	\$ 200.00
710-9	8" Solid Traffic Stripe (Paint)	1-200	LF	\$ 7.76	no bid	\$ 4.00	\$ 7.35	\$ 1.20	\$ 2.50
710-9	8" Solid Traffic Stripe (Paint)	201-500	LF	\$ 1.95	no bid	\$ 3.00	\$ 4.20	\$ 1.20	\$ 2.50
710-9	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$ 1.10	no bid	\$ 2.00	\$ 3.15	\$ 1.20	\$ 2.50
711-1	6" Solid Stripe/Extru. Thermo	1-200	LF	\$ 12.93	no bid	\$ 5.00	\$ 10.50	\$ 1.75	\$ 3.00
711-1	6" Solid Traffic Stirpe/Extru. Thermo.	201-500	LF	\$ 5.18	no bid	\$ 3.00	\$ 7.35	\$ 1.75	\$ 3.00
711-1	6" Solid Stripe/Extru. Thermo.	501-1000+	LF	\$ 1.29	no bid	\$ 1.65	\$ 4.20	\$ 1.75	\$ 3.00
711-2	12" Solid Stripe/Extru. Thermo	1-25	LF	\$ 25.88	no bid	\$ 10.00	\$ 21.00	\$ 7.00	\$ 10.00
711-2	12" Solid Stripe/Extru. Thermo.	26-50	LF	\$ 12.94	no bid	\$ 8.00	\$ 18.90	\$ 7.00	\$ 10.00
711-2	12" Solid Stripe/Extru. Thermo.	51-100+	LF	\$ 5.30	no bid	\$ 7.00	\$ 14.70	\$ 7.00	\$ 10.00
711-3	18" Solid Stripe/Extru. Thermo	1-25	LF	\$ 28.34	no bid	\$ 10.00	\$ 31.50	\$ 10.00	\$ 15.00
711-3	18" Solid Stripe/Extru. Thermo.	26-50	LF	\$ 14.79	no bid	\$ 8.00	\$ 28.35	\$ 10.00	\$ 15.00
711-3	18" Solid Stripe/Extru. Thermo.	51-100+	LF	\$ 7.39	no bid	\$ 7.00	\$ 21.00	\$ 10.00	\$ 15.00
711-4	24" Solid Stripe/Extru. Thermo	1-25	LF	\$ 29.58	no bid	\$ 12.00	\$ 42.00	\$ 15.00	\$ 20.00
711-4	24" Solid Stripe/Extru. Thermo.	26-50	LF	\$ 16.02	no bid	\$ 10.00	\$ 37.80	\$ 15.00	\$ 20.00
711-4	24" Solid Stripe/Extru. Thermo.	51-100+	LF	\$ 8.63	no bid	\$ 9.00	\$ 29.40	\$ 15.00	\$ 20.00
711-5	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$ 12.93	no bid	\$ 5.00	\$ 11.55	\$ 1.15	\$ 3.00
711-5	6" Skip Traffic Stripe/Extru. Thermo.	201-500	LF	\$ 5.30	no bid	\$ 3.00	\$ 8.40	\$ 1.15	\$ 3.00
711-5	6" Skip Traffic Stripe/Extru. Thermo.	501+	LF	\$ 1.29	no bid	\$ 2.00	\$ 5.25	\$ 1.15	\$ 3.00
711-6	6" Dotted Guide Lines/Extru. Thermo	20-50	LF	\$ 12.94	no bid	\$ 5.00	\$ 11.55	\$ 1.15	\$ 3.00
711-6	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$ 5.30	no bid	\$ 3.00	\$ 8.40	\$ 1.15	\$ 3.00

BID NO 25-009 CITY OF TEMPLE TERRACE CONTINUING SERVICES FOR GENERAL ASPHALT RESURFACING				C. W. Roberts Contracting, Inc	Preferred Materials, Inc.	Gator Grading & Paving, LLC	Asphalt Paving Systems, Inc.	Superior Asphalt, Inc.	Ajax Paving Industries of Florida, LLC
ITEM NO.	DESCRIPTION	QUANTITIY	UNIT	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
711-6	6" Dotted Guide Lines/Extru. Thermo.	101+	LF	\$ 1.29	no bid	\$ 2.00	\$ 5.25	\$ 1.15	\$ 3.00
711-7	Directional Arrows / Extru. Thermo.	1	EA	\$ 194.70	no bid	\$ 150.00	\$ 210.00	\$ 105.00	\$ 250.00
711-7A	Preformed Arrow	1	EA	\$ 431.30	no bid	\$ 150.00	\$ 315.00	\$ 290.00	\$ 500.00
711-7B	Preformed Symbol (Bike)	1	EA	\$ 431.30	no bid	\$ 350.00	\$ 367.50	\$ 290.00	\$ 500.00
711-8	Pavement Messages / Extru. Thermo.	1	EA	\$ 246.46	no bid	\$ 250.00	\$ 367.50	\$ 290.00	\$ 500.00
711-9	8" Solid Traffic Stripe / Extru. Thermo	20-200	LF	\$ 15.40	no bid	\$ 7.00	\$ 12.60	\$ 2.50	\$ 4.00
711-9	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$ 7.39	no bid	\$ 5.00	\$ 9.45	\$ 2.50	\$ 4.00
711-9	8" Solid Traffic Stripe / Extru. Thermo	501+	LF	\$ 1.97	no bid	\$ 3.00	\$ 6.30	\$ 2.50	\$ 4.00
711-10	Remove Existing Pavement Markings	20-300	SF	\$ 38.82	no bid	\$ 5.00	\$ 10.50	\$ 6.00	\$ 20.00
711-10	Remove Existing Pavement Markings	300+	SF	\$ 15.77	no bid	\$ 2.50	\$ 6.30	\$ 6.00	\$ 10.00
APM-001	Single Micro Surface 18-22 lbs	10,000 to 50,000	SY	\$ 7.96	no bid	no bid	\$ 4.62	\$ 6.95	no bid
APM-001	Single Micro Surface 18-22 lbs	50,001 +	SY	\$ 7.47	no bid	no bid	\$ 4.33	\$ 6.50	no bid
APM-002	Doudle Micro Surface 28-32 lbs	10,000 to 50,000	SY	\$ 11.78	no bid	no bid	\$ 6.83	\$ 10.25	no bid
APM-002	Doudle Micro Surface 28-32 lbs	50,001 +	SY	\$ 11.47	no bid	no bid	\$ 6.65	\$ 10.00	no bid
APM-003	Single Chip Seal -#89 Granite	10,000 to 50,000	SY	\$ 7.33	no bid	no bid	\$ 4.25	\$ 6.50	no bid
APM-003	Single Chip Seal -#89 Granite	50,001 +	SY	\$ 6.64	no bid	no bid	\$ 3.85	\$ 5.80	no bid
APM-004	Double Chip Seal - #57 w/#89 Granite	10,000 to 50,000	SY	\$ 11.83	no bid	no bid	\$ 6.86	\$ 10.30	no bid
APM-004	Double Chip Seal - #57 w/#89 Granite	50,001 +	SY	\$ 11.11	no bid	no bid	\$ 6.44	\$ 9.70	no bid
APM-005	Full Depth Reclamation / 6"-9"	10,000 to 50,000	SY	\$ 23.45	no bid	no bid	\$ 13.60	\$ 20.40	no bid
APM-005	Full Depth Reclamation /6"-9"	50,001 +	SY	\$ 21.38	no bid	no bid	\$ 12.40	\$ 18.60	no bid
APM-006	Full Depth Reclamation /9-12	10,000 to 50,000	SY	\$ 23.88	no bid	no bid	\$ 13.85	\$ 20.80	no bid
APM-006	Full Depth Reclamation /9-12	50,001 +	SY	\$ 21.81	no bid	no bid	\$ 12.65	\$ 19.00	no bid

BID NO 25-009 CITY OF TEMPLE TERRACE CONTINUING SERVICES FOR GENERAL ASPHALT RESURFACING				C. W. Roberts Contracting, Inc	Preferred Materials, Inc.	Gator Grading & Paving, LLC	Asphalt Paving Systems, Inc.	Superior Asphalt, Inc.	Ajax Paving Industries of Florida, LLC
ITEM NO.	DESCRIPTION	QUANTITIY	UNIT	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
APM-006a	Cement for Reclamation	1	TN	\$ 431.12	no bid	no bid	\$ 250.00	\$ 375.00	no bid
APM-006b	Emulsion for Reclamation	1	Gal	\$ 5.61	no bid	no bid	\$ 3.25	\$ 4.90	no bid
APM-007	RAP PLACEMENT	10,000 to 50,000	SY	\$ 34.49	no bid	no bid	\$ 20.00	\$ 30.00	no bid
APM-007	RAP PLACEMENT	50,001 +	SY	\$ 31.04	no bid	no bid	\$ 18.00	\$ 27.00	no bid
APT-001	Crack Filling / Sealing	1-1000	Gal	\$ 68.98	no bid	no bid	\$ 40.00	\$ 60.00	no bid
APT-001	Crack Filling / Sealing	1001-3000	Gal	\$ 60.36	no bid	no bid	\$ 35.00	\$ 52.50	no bid
APT-001	Crack Filling / Sealing	3001+	Gal	\$ 55.18	no bid	no bid	\$ 32.00	\$ 48.00	no bid
SLUR-001	Slurry Seal	10,000 to 50,000	SY	\$ 7.96	no bid	no bid	\$ 4.62	\$ 6.95	no bid
SLUR-001	Slurry Seal	50,001 +	SY	\$ 7.47	no bid	no bid	\$ 4.33	\$ 6.50	no bid
CAPE-001	Cape Seal	10,000 to 50,000	SY	\$ 19.23	no bid	no bid	\$ 11.15	\$ 15.40	no bid
CAPE-002	Cape Seal	50,001 +	SY	\$ 18.37	no bid	no bid	\$ 10.65	\$ 14.70	no bid
CIP -001	Cold In Place Recycling	50,001 +	SY	\$ 24.66	no bid	no bid	\$ 14.30	\$ 19.75	no bid
CIP -002	Cold In Place Recycling	10,000 to 50,000	SY	\$ 23.11	no bid	no bid	\$ 13.40	\$ 18.50	no bid
HILLS-001	Hillsborough County Speed Hump	1	EA	\$ 13,416.94	\$ 19,455.00	\$ 14,200.00	\$ 8,000.00	\$ 5,800.00	\$ 7,500.00
	Night Work MOT/MOB (additional %)	0-10	%	0%	7%	no bid	10%	10%	10%

all line items	\$ 79,312.94		\$ 44,215.01	\$ 62,113.35				
Items 104-10 to 660-2102 and Hills-001	\$ 76,419.92	\$ 78,509.70	\$ 126,353.75	\$ 41,437.55	\$ 59,984.50	\$ 76,529.00		
Items 104-10 to 711-10 and Hills-001	\$ 78,359.25		\$ 127,830.65	\$ 43,661.98	\$ 61,289.35	\$ 78,859.50		
Asphalt mill and resurfacing line items plus speed humps	\$ 18,712.68	\$ 22,627.70	\$ 17,168.75	\$ 13,305.55	\$ 9,205.00	\$ 10,334.00		
Asphalt mill and resurfacing no speed humps	\$ 5,295.74	\$ 3,172.70	\$ 2,968.75	\$ 5,305.55	\$ 3,405.00	\$ 2,834.00		

Item Cover Page

City Council Item Report

Date: December 16, 2025

From: Marisa Robinson, Community Development Deputy Director

Item Type: Ordinance

Subject: First Reading and First Public Hearing of an Ordinance amending the Future Land Use of a parcel of land located south of Talina Lane, east of North 78th Street, north of Lake Isle Drive, and west of Cedar Drive, from Residential-9 to Residential-18 (CPA-20-02).

Presenter: Joseph Moreda, City Planner

Recommendation:

Staff recommends approval of the Ordinance on first reading and scheduling the second reading and public hearing for January 6, 2025.

Discussion:

Resolution/Ordinance Information:

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE "IMAGINE 2040: TEMPLE TERRACE COMPREHENSIVE PLAN," FUTURE LAND USE MAP, FOR A PARCEL OF LAND LOCATED SOUTH OF TALINA LANE, EAST OF NORTH 78TH STREET, NORTH OF LAKE ISLE DRIVE AND WEST OF CEDAR DRIVE CONSISTING OF APPROXIMATELY 3.0± ACRES, BY CHANGING THE FUTURE LAND USE DESIGNATION ON SAID PROPERTY FROM RESIDENTIAL - 9 TO RESIDENTIAL – 18 FOR CPA 20-02; PROVIDING FOR AMENDMENT OF THE OFFICIAL FUTURE LAND USE MAP OF THE CITY; PROVIDING SEVERABILITY, AN EFFECTIVE DATE, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

Appropriation Code:

Requirements:

Ordinance

Cost:

Attachments:

1. Ordinance
2. CPA-20-02 Staff Report
3. CPA 20-02 Planning Commission Report
4. CPA 20-02 Revised School Board Report
5. CPA 20-02 HART Update Report

ORDINANCE

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE “IMAGINE 2040: TEMPLE TERRACE COMPREHENSIVE PLAN,” FUTURE LAND USE MAP, FOR A PARCEL OF LAND LOCATED SOUTH OF TALINA LANE, EAST OF NORTH 78TH STREET, NORTH OF LAKE ISLE DRIVE AND WEST OF CEDAR DRIVE CONSISTING OF APPROXIMATELY 3.0± ACRES, BY CHANGING THE FUTURE LAND USE DESIGNATION ON SAID PROPERTY FROM RESIDENTIAL-9 TO RESIDENTIAL-18 FOR CPA 20-02; PROVIDING FOR AMENDMENT OF THE OFFICIAL FUTURE LAND USE MAP OF THE CITY; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE: REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith.

WHEREAS, Imagine 2040: Temple Terrace Comprehensive Plan (“Comprehensive Plan”) was adopted by Ordinance 1384 on January 19, 2016, which provided an update of the City’s Comprehensive Plan; and

WHEREAS, the Hillsborough County City-County Planning Commission held a public hearing on July 13, 2020, during which it reviewed the map amendment set forth in TT/CPA 20-02, considered existing and expected future development patterns and community facilities in the area, as well as the Comprehensive Plan’s adopted goals, objectives and policies, and made the determination that the proposed map amendment is consistent with the Imagine 2040: Temple Terrace Comprehensive Plan; and

WHEREAS, the amendment set forth in TT/CPA 20-02 is considered a small-scale map amendment which does not require Florida Department of Economic Opportunity (“DEO”) review; and

WHEREAS, pursuant to Florida Statute Section 163.3184, and the Comprehensive Plan Amendment Procedures Manual, the City Council of the City of Temple Terrace held adoption public hearings on December 16, 2025, and January 6, 2026 during which the public was able to submit comments on the proposed map amendment set forth in TT/CPA 20-02.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA:

Section 1. That the recitals set forth above are hereby incorporated as if fully set forth herein.

Section 2. That the Future Land Use Map of the Imagine 2040: Temple Terrace Comprehensive Plan is hereby amended by changing the future land use designation from Residential-9 to Residential-18 for two parcels of property consisting of approximately 3± acres as more particularly described in Exhibit A, attached hereto.

Section 3. That this Ordinance becomes effective thirty-one (31) days after adoption if no challenge is filed. If this Ordinance is challenged within (30) days after adoption, small scale development amendments do not become effective until the State Land Planning Agency or the Administrative Commission, respectively, issues a final order determining that the adopted small-scale plan amendment is in compliance with the law. No development orders, development permits, or land uses dependent on the Comprehensive Plan amendments set forth in this Ordinance may be issued or commenced before it has become effective.

Section 4. If any part of this ordinance is declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts hereof shall continue to be in full force and effect.

Section 5. All ordinances or parts of ordinances not specifically in conflict herewith are hereby continued in full force and effect, but all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. That the provisions of this Ordinance may be renumbered or re-lettered to accomplish such intention and the City Clerk is given liberal authority to correct scriveners' errors, such as incorrect Code cross references, grammatical, typographical, misspellings, and similar errors when codifying this Ordinance.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, THIS 6th DAY OF JANUARY 2026.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Approved As To Form & Content:

X

Ernest Mueller
City Attorney

EXHIBIT "A" – LEGAL DESCRIPTION

Plan Amendment CPA 20-02

Residential -9 to Residential - 18

Address: Unassigned

Size: 3 acres more or less

Owner: K and W Property Group, LLC

Folio #'s: 038184-0105

Legal Description:

Tract beginning 660.88 feet south and 25.00 feet east of the Northwest corner of the Southwest $\frac{1}{4}$ of Section 24, Township 28 South, Range 19 East, Hillsborough County, Florida, run thence East, a distance of 318.00 feet; run thence South, a distance of 120.00 feet; run thence East, a distance of 220.00 feet; run thence South, a distance of 210.00 feet; run thence West, a distance of 538.00 feet and North, a distance of 330.00 feet to the point of beginning.

Less and except the following:

Tract beginning 660.88 feet south and 25.00 feet east of the Northwest corner of the Southwest $\frac{1}{4}$ of Section 24, Township 28 South, Range 19 East, Hillsborough County, Florida, run thence East, a distance of 121.58 feet; run thence South, a distance of 165.00 feet, run thence West, a distance of 121.58 feet and run thence North, a distance of 165.00 feet to the point of beginning.

**COMMUNITY DEVELOPMENT DEPARTMENT
 PLANNING AND DEVELOPMENT DIVISION
 STAFF REPORT FOR CITY COUNCIL**

Comprehensive Plan Amendment Application No. CPA-20-02

Date: December 16, 2025
 To: Mayor Andrew Ross and City Council
 Through: Carlos Baía, City Manager
 Prepared by: Joe Moreda, AICP City Planner

Request: Small-Scale Comprehensive Plan Map Amendment from Residential-9 to Residential-18 for the proposed development of a multi-unit townhome project.

Property Location: South of Temple Terrace Highway, east of North 78th Street, north of Harney Road and west of Meadowood Boulevard

Acreage: Approximately 3.0 ± acres (by survey)

Existing Zoning / use: Multi-Family Residential (RMF) / vacant and undeveloped land

Adjacent Future Land Use Classification:

North	–	TT Residential-9 (9 du/a), HC Residential-12
South	–	TT Residential-18 (18 du/a)
East	–	TT Residential-18 (18 du/a)
West	–	HC Residential-9 (9 du/a)

Adjacent Zoning:

North	–	HC RMC-9 and PD
South	–	TT Plan Development (PD)
East	–	TT Plan Development (PD)
West	–	TT RMF (Multi-Family Residential), HC RSC-9

Adjacent Land Use:

North	–	Single-family residence, duplex and multi-family
South	–	Multi Family (condominium)
East	–	Multi Family (condominium)
West	–	Single-Family residences

Amendment Area Context

The thrust of the amendment is to increase the maximum residential density in the Future land Use Plan on the property from nine (9) units per acre to eighteen (18) units per acre.

The proposed amendment was submitted in 2020. The Planning Commission Staff provided a staff report and a the subsequent PC Resolution which was voted on by the Planning Commission on July 13, 2020. In both actions the proposal was found to be consistent with the Future land Use Plan.

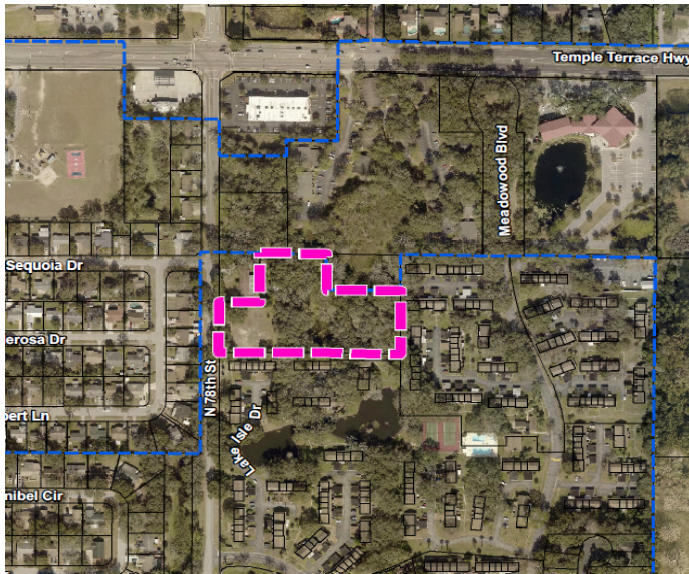
The applicant did not bring the CPA application forward for City Council's consideration at that time. The Planning Commission Staff advised the application and related Resolution do not have an expiration date.

However, the application has been re-transmitted to review agencies for an update where applicable. The update is as follows:

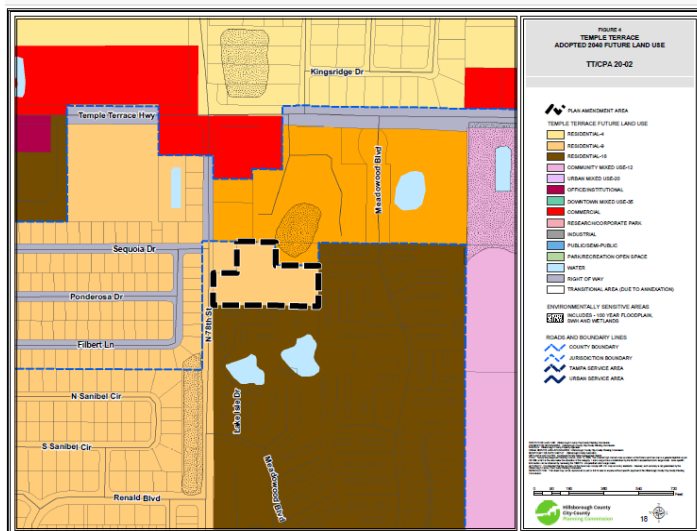
- Hillsborough County Public Schools staff indicates that adequate capacity exists at Folsom Elementary School, Greco Middle School and King High School at this time. The site will be reviewed for school concurrency at the time of site plan review and development.

- Hartline staff indicates the area along 78th Street is served by HART bus Route 48 and the HART Transit Development Plan identified a need for expansion of transit service in the area. A copy of the updated comments are included as attachments hereto.
- The City of Temple Terrace Engineering staff will review the site for utility capacity and other site engineering matters as part of Final Site Plan review when submitted.

Depicted below: (Subject site aerial)



Depicted below: (Subject site and Future Land Use Map)



Implementation

The property is currently zoned Multi-Family Residential. Accordingly, multi-family use is currently permissible in the existing zoning and the maximum density is a function of the plan and site development design. The multi-family typology plan for the property has not been specified as of the writing of this report. The potential

maximum build-out scenario of either 54 single-family attached or multi-family dwelling units (calculated as 3.0± Acres x 18 Dwelling Units per Gross Acre = 54 Dwelling Units). However, the ability of the site to achieve the maximum density will be contingent upon several factors, including but not limited to development standards required for the typology of the multifamily project proposed and the site engineering standards. The site density may be also further limited by drainage and stormwater design limiting the development pad and/or other elements. It should be noted that minimum gross lot area for townhouse development in the R-MF District is ten (10) acres and the subject site is approximately three (3) acres. Accordingly, townhomes would not meet the minimum development parcel size for development in the RMF district.

Hillsborough County City-County Planning Commission Review

Planning Commission Recommendation: The Planning Commission finds the proposed land use designation change of Temple Terrace Plan Amendment TT/CPA 20-02 from Residential-9 to Residential-18 on 3.0± acres, **CONSISTENT** with the *Imagine 2040: Temple Terrace Comprehensive Plan* and forward this recommendation to Temple Terrace City Council. The Planning Commission Staff report and Resolution are attached.

City of Temple Terrace Development Review Committee Finding

Pursuant to a review of the multiple polices referenced in the attached Planning Commission Staff Report supporting the recommendation of “consistent” and the Planning Commission Resolution for TT/CPA 20-02 finding the request “consistent” with the Future Land Use plan, the Development Review Committee (DRC) agrees with the Planning Commission’s conclusion.



**Hillsborough County
City-County
Planning Commission**

City of Temple Terrace: TT/CPA 20-02

Future Land Use Map Amendment – South of Temple Terrace Highway, east of North 78th Street

Meeting Date	July 13, 2020
Meeting Type	Public Hearing
Staff Planner	Mark P. Hudson, AICP, HUDSONM@PLANCOM.ORG , (813) 272-5940
Action Necessary	Yes
Attachments included in the Staff Report	Resolution, Future Land Use Figure Series, Agency Comments, Site Photos, and Application

Summary Information

Application Type	Privately Initiated
Location	Location: South of Temple Terrace Highway, east of North 78 th Street, north of Harney Road and west of Meadowood Boulevard
Property Size	3.0± Acres (Survey)
Folio Numbers	38184.0105
Existing Future Land Use	Residential-9
Proposed Future Land Use	Residential-18
Existing Land Use	Vacant
Roadways	Temple Terrace Highway and Harney Road are arterial roadways under the jurisdiction of Hillsborough County. North 78 th Street is a local roadway under the jurisdiction of Temple Terrace.
Vision Map Designations	Multimodal Transportation Corridor
Agency Review Comments	No Objections - Agency comments are provided in Appendix C
Applicable Plan Sections	Neighborhood Conservation, Multi-Modal Corridors and Major Activity Centers, Complete Streets, Growth Management, Citywide Redevelopment Strategies, Provision of Public Facilities, Housing
Staff Recommendation	Planning Commission staff finds the proposed request Consistent with the <i>Imagine 2040: Temple Terrace Comprehensive Plan</i> .

Potential Impact of Proposed Change

The applicant is requesting the following future land use map designation change:

Potential Impact Table	Current Land Use Category Residential-9	Proposed Land Use Category Residential-18
Typical Residential Build-Out	18 Dwelling Units (6.01 Dwelling Units/Gross Acre - Sample)	27 Dwelling Units (9.28 Dwelling Units/Gross Acre - Sample)
Maximum Residential Development Potential	27 Dwelling Units (9 Dwelling Units/Gross Acre)	54 Dwelling Units (18 Dwelling Units/Gross Acre)

Potential Impact Table (Continued)	Current Land Use Category Residential-9	Proposed Land Use Category Residential-18
Typical Non-Residential Build-Out	Not Applicable	Not Applicable
Maximum Floor Area Ratio/Non-residential Development Potential	Not Applicable	Not Applicable
Range of Allowable Uses	Single-family attached and detached homes on individual lots are the predominant use in these areas, although other housing types and condominium development approaches can be integrated at medium densities.	Housing types are typically townhouses or multi-family dwellings including duplexes on small lots.
Practical Impacts	The plan amendment, if approved, would allow for a denser residential development pattern along this segment of North 78 th Street.	

Final Review		
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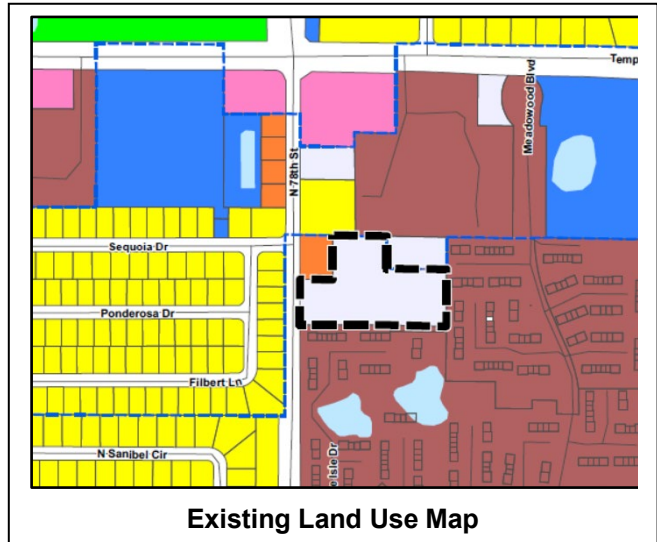
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Context of Proposed Change

Existing Land Uses and Typical Development in the Area

Existing Land Uses

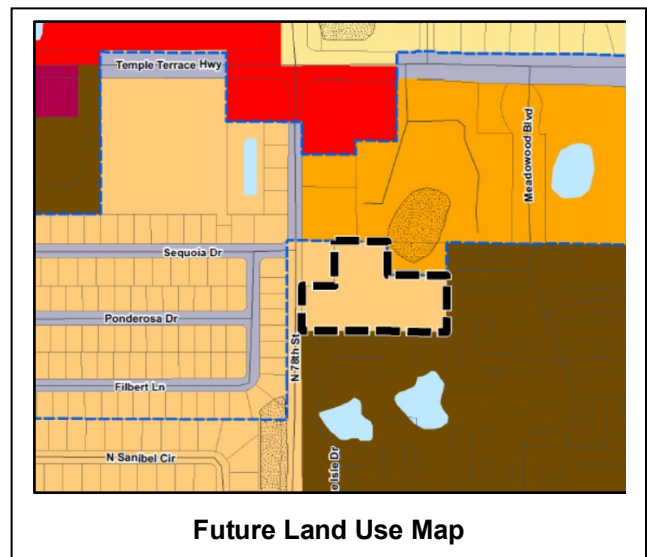
The affected parcel that is the subject of this map amendment is currently vacant, which is located south of Temple Terrace Highway and east of North 78th Street. Parcels to the west (across North 78th Street) are composed of single-family detached homes, and this neighborhood is known as Temple Park. Lands to the north are primarily multifamily in use, identified as Temple Terrace Apartments. In addition, one single-family detached home and one duplex abut the parcel's northern boundary, the latter of which is owned by the applicant of this map amendment. To the east and south are lands also in multifamily use, this neighborhood is comprised of condominiums called Meadowood Village. (Please reference Figure 3.)



Existing Land Use Map

Future Land Uses

The map amendment site has a future land use designation of Temple Terrace Residential-9. Adjacent parcels directly to the west (across North 78th Street) have a designation of Hillsborough County Residential-9. To the north, with the exception of the parcel owned by the applicant (Temple Terrace Residential-9), the area has a designation of Hillsborough County Residential-12. To the east and south are parcels with designations of Temple Terrace Residential-18. (Please reference Figure 4.)



Future Land Use Map

Applicant's Request

The applicant has requested to amend their parcel's future land use designation from Residential-9 to Residential-18. Based on this, staff's analysis primary focused on the potential maximum build-out scenario of either 54 single-family attached or multi-family dwelling units ($3.0\pm$ Acres x 18 Dwelling Units/Gross Acre = 54 Dwelling Units).

Applicable Comprehensive Plan Policies and Criteria

Future Land Use Element

LU Policy 1.1.6: *Recognize that its City Form is shaped by the fact that it is a City of Neighborhoods; and that among these are, now or in the future (edited to remove unrelated text – for full text see Imagine 2040: Temple Terrace Comprehensive Plan):*

- *its residential neighborhoods, very generally defined as including:*
 - *its urban neighborhoods south of Temple Terrace Highway and east of the Hillsborough River and north of Harney Road; and west of 56th Street between Fowler Avenue and the Hillsborough River;*

LU Policy 1.4.6: *Work to protect, stabilize, and enhance its existing residential neighborhoods, which has established the City as a compact socially-close community, while it fosters additional residential living choices, such as live-work units, mixed-use structures, condominiums, townhomes, and housing for the elderly (also see ADUs aka granny flats, as described in the Plan Categories), housing for those of modest means, including university students, empty nesters, service workers, and those just embarking on their careers.*

Neighborhood Conservation

LU GOAL 2: *To achieve a well-balanced and well-organized combination of residential, non-residential, recreational, and public uses served by a convenient and efficient multimodal transportation network while protecting and preserving the fabric and character of the City's neighborhoods.*

LU Objective 2.1: *Continue to maintain adequate land designated for residential uses, including multi-family and mixed-use residential, which can accommodate the projected population and provide safe, decent, sanitary, and affordable housing opportunities for the current and future citizens of Temple Terrace.*

LU Policy 2.1.1: *Protect stable residential neighborhoods from incompatible land uses; blighting influences; and the impacts of infill, redevelopment, and new development.*

LU Policy 2.1.2: *Provide for development of a wide variety of residential uses, including detached and attached residential, multi-family residential, mixed-use residential, live-work residential, assisted living, long-term care, and multi-generation accommodations among others, consistent with the needs characteristic of the socio-economic profiles of the City's households and future needs, through the provisions of varying residential densities, mixed-uses, overlay and other land use categories in the comprehensive plan and the Land Development Code (LDC) of the City of Temple Terrace.*

LU Objective 2.2: *Protect single-family residential neighborhoods by requiring that any other land uses within single-family areas meet applicable locational criteria.*

LU Policy 2.2.1: *The location of single-family attached housing units shall be limited to the periphery of established single-family detached neighborhoods, but provisions in the City's LDC may provide for exceptions pursuant to the application of the City's standard, mixed-use, and overlay land use categories, when appropriate measures are taken to effectively buffer conflicts or impacts associated with abutting different residential styles and densities.*

LU Policy 2.2.2: *Multi-family, mixed-use, and higher-density residential uses defined in the City's Land Development Code, shall be located adjacent to or in proximity to office and commercial activity centers to minimize the use of the automobile, except as part of a mixed-use structure or site-planned development in locations allowed in the comprehensive plan and FLUM.*

Multi-Modal Corridors and Major Activity Centers

LU Objective 3.5: *The transformation of major multi-modal corridors and major activity centers to include a broader mix of uses, both horizontal and vertical, that provides opportunities for medium density housing while also addressing neighborhood and citywide demand for retail and services.*

LU Policy 3.5.1: *56th Street/Busch Boulevard/Bullard Parkway; and 56th Street/Fowler Avenue; and 56th Street/Fletcher Avenue; and US 301/Harney Road/Temple Terrace Highway intersections will be developed as the major office and commercial activity centers of the City. 56th Street; Fowler Avenue; Fletcher Avenue; and Busch Boulevard/Bullard Parkway/Temple Terrace Highway will be developed as the City's multi-modal corridors. The quadrants surrounding the intersection of 56th Street and Busch Boulevard/Bullard Parkway, as defined by the CRA and DMU-35 land use category is the City's traditional and historic downtown, and shall be the most recognizably dominant of the City's major activity centers.*

LU Policy 3.5.6: *Promote densities, mixes of uses, and transportation improvements that support walking, biking, and use of public transportation.*

LU Policy 3.5.7: *Accommodate planned levels of population and employment growth along multi-modal corridors and within major activity centers. Depending on the characteristics of each area, establish concentrations of employment and housing at varying densities and with varying mixes of uses.*

Complete Streets

LU Policy 4.1.1: *Encourage mixed-use development to allow siting of residential, retail, office, recreational, and educational facilities within close proximity to each other to encourage walking and bicycling as a routine part of everyday life.*

- *Maximize the proportion of residences within [1/4] mile of uses like parks, schools, grocers, retailers, service providers, employment, public transportation, and other desirable community features.*

Growth Management

LU Goal 8: *To manage growth so that the delivery of public facilities and services will occur in a fiscally and environmentally responsible manner, which will support development and redevelopment in the City.*

LU Objective 8.1: *In all actions of the City, urban sprawl shall be discouraged and a compact urban pattern of development, infill, and redevelopment shall be provided for in a manner which will promote the full utilization of existing public infrastructure and allow for the orderly extension and expansion of municipal facilities in a fiscally responsible manner and in accordance with the adopted level of service standards established in the Public Facilities and Capital Improvements Sections of the Plan and for the designated Temple Terrace TCEA and the Temple Terrace Multimodal Transportation District (TT MMTD).*

LU Policy 8.1.3: *Concentrate and infill new development on vacant land with priority given to redevelopment areas where facility capacity is available, especially and/or within the DMU-35 designated areas of the CRA.*

Citywide Redevelopment Strategies

LU Policy 8.2.7: *Redevelopment projects shall not destroy the existing social/cultural framework and character of the City. The City shall not approve any development that is contradictory to neighborhood improvement efforts.*

Provision of Public Facilities

LU Objective 8.3: *All new development and redevelopment will be serviced with transportation, potable water, sewerage, stormwater management facilities, solid waste disposal, and parks that meet or exceed the adopted levels of service established in the Capital Improvements Section.*

LU Policy 8.3.1: *Public facilities must be provided prior to development that will result in the adopted levels of service being met or exceeded.*

LU Policy 8.3.7: *Ensure that the location and timing of new development will be coordinated with the City's ability to provide public facilities through implementation of growth management measures such as development phasing, programming of public facilities and zoning and subdivision regulations.*

Housing Element

HSG Policy 1.2.6: *Encourage a greater variety of housing types, occupancy standards, and sizes to diversify, yet maintain compatibility with, single family neighborhoods.*

Staff Analysis

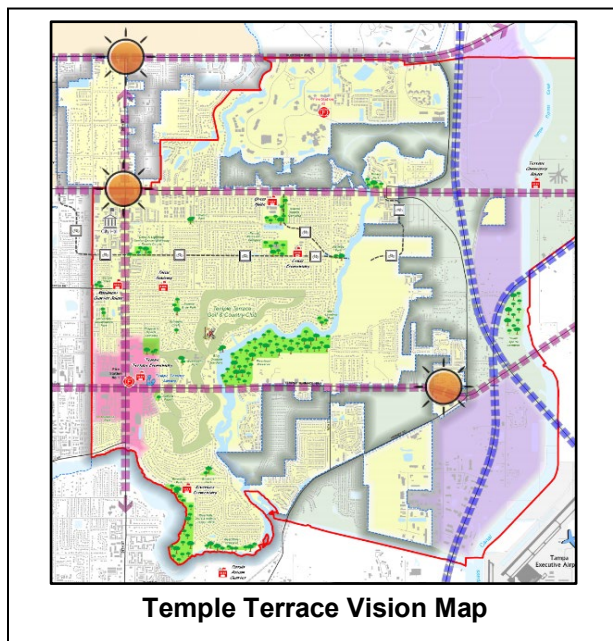
Development Trends

As noted previously, the applicant is requesting a future land use designation of Residential-18. The *Imagine 2040: Temple Terrace Comprehensive Plan* describes these areas as:

“...safe, quiet, and attractive environments. In exchange for less personal space, the area should offer benefits such as better accessibility to work and shopping areas, more common recreational facilities and open space, and housing cost savings...” and goes on further to say *“...housing types are typically townhouses or multi-family dwellings including duplexes on small lots...”*

Staff began their analysis of this amendment by reviewing the municipality's Vision Map, which provides a generalized big picture view of the future of Temple Terrace. It is not intended to be detailed, but rather to provide guidance and support the policy direction contained within the *Imagine 2040: Temple Terrace Comprehensive Plan*. This map amendment site is located along an identified multi-modal transportation corridor (i.e. Temple Terrace Highway). This multi-modal transportation corridor connects the municipality's Center Business District with a future activity center envisioned at Harney Road and US 301. Several policies of the *Imagine 2040: Temple Terrace Comprehensive Plan* promote residential development along multi-modal transportation corridors such as LU Policy 3.5.7, which states:

“...accommodate planned levels of population and employment growth along multi-modal corridors and within major activity centers. Depending on the characteristics of each area, establish concentrations of employment and housing at varying densities and with varying mixes of uses...”



The desired form of the municipality is further defined, in part, by LU Policy 1.1.6, which defines the area affected by this map amendment as one of the urban neighborhoods of Temple Terrace. In the *Imagine 2040: Temple Terrace Comprehensive Plan*, future land use plan categories of an urban character include: Residential-18, Urban Mixed Use-20 and Urban Mixed Use-25.

Transitioning from an evaluation of this map amendment from a citywide perspective to an analysis of its potential impacts on adjacent and nearby properties, the analysis contained in this report focuses on the potential maximum residential build-out (54 dwelling units) on part of what is today a vacant parcel south of Temple Terrace Highway. As described earlier in this report, the surrounding lands are for the most part in residential use, both in Temple Terrace and unincorporated Hillsborough County. Of the surrounding uses, staff is most sensitive to the compatibility between this proposed land use category and the one single-family home to the north and the neighborhood to the west (Temple Park) in Hillsborough County.

The *Imagine 2040: Temple Terrace Comprehensive Plan* defines compatibility as: “...a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition...”. The plan further notes: “...the compatibility of new development in relation to existing development is not necessarily a limiting factor, and compatibility issues should be addressed through more stringent review of site plans and application of site specific land development code (regulations), such as buffering, rather than simply making new development compatible with the existing development densities and uses...”.

This is further clarified by LU Policy 2.2.1, which notes that “...single-family attached housing units shall be limited to the periphery of established single-family detached neighborhoods...”, the neighborhood to the west is effectively separated and buffered from the subject property by North 78th Street. If approved, required setbacks and additional buffering would be expected between the proposed use and the single-family home to the north and the neighborhood to the west, via the rezoning processes of Temple Terrace. As with these existing residential uses, the proposed land use appears to be compatible with the multifamily uses to the north, east and south, which have future land use designations of either Hillsborough County Residential-12 or Temple Terrace Residential-18.

The property does not appear to contain wetlands nor is it within a floodplain, as noted by the Federal Emergency Management Agency (FEMA). If wetlands are found to be present during the later stages of the development process, they will be protected via the rules and regulations of Temple Terrace and the Environmental Protection Commission of Hillsborough County. Adequate potable water and wastewater capacity is available, per the Temple Terrace Public Works Department.

The Hillsborough County School District notes [see attached] there is adequate capacity to serve the students projected to be generated by the proposed development at Folsom Elementary, Greco Middle and King High Schools. Furthermore, a cursory traffic analysis provided by the Hillsborough County Planning Commission – Transportation Staff indicates the existing land use plan category has the potential to generate up to 14 average peak hour peak direction trips, which would potentially rise to 28 if TT/CPA 20-02 was approved by Temple Terrace City Council. For further detail see Attachment C.

As stated earlier, there are several policies that favor the approval of TT/CPA 20-02, such as those promoting a variety of housing types and discouragement of urban sprawl, as already noted from the *Imagine 2040: Temple Terrace Comprehensive Plan*. Also, preliminary analysis appears to indicate that transportation impacts, protection of environmental amenities, public school capacity, the availability of utilities and emergency services have been or will be required to be, adequately addressed during the final design, engineering, construction and site plan development for this proposed project, if approved by the Temple Terrace City Council.

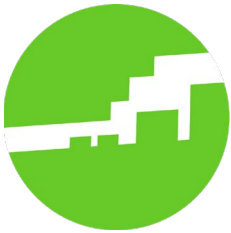
However, this needs to be balanced with the determination as to whether this project furthers the overall *character* of the area and is *compatible* with the surrounding neighborhoods within both Temple Terrace and Hillsborough County. The conclusions contained within this report were not arrived at without significant thought, and at its core, the analysis needs to focus on and ensure the proposed project complies with the requirements of the *Imagine 2040: Temple Terrace Comprehensive Plan*. Based on policy direction and other provisions in the *Imagine 2040: Temple Terrace Comprehensive Plan*, staff believes the requested future land use plan category of Residential-18 is compatible with the surrounding existing uses and is in character with the vision for this area of Temple Terrace. Staff finds the map amendment request consistent with the vision, goals, objectives and policy direction contained in the *Imagine 2040: Temple Terrace Comprehensive Plan*.

Recommendation

Find the proposed land use designation change of **Temple Terrace Plan Amendment TT/CPA 20-02** from Residential-9 to Residential-18 on 3.0± acres, **CONSISTENT** with the *Imagine 2040: Temple Terrace Comprehensive Plan* and forward this recommendation to Temple Terrace City Council.

Attachment A

Resolution



Hillsborough County City-County Planning Commission

Resolution

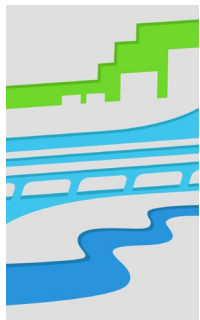
Item: Temple Terrace Comprehensive Plan Amendment: TT/CPA 20-02 – South of Temple Terrace Highway, east of North 78th Street

	AYE	NAY	ABSENT	DATE: July 13, 2020
Nigel M Joseph, Chair	X			
Cody Powell, Vice-Chair	X			
Derek Doughty, PE, Member at Large	X			
Steven Bernstein			X	
Giovanny Cardenas	X			Nigel Joseph Chair
John Dicks	X			
Theodore Trent Green, RA			X	
Karen Kress, AICP	X			
Michael Maurino	X			
Melissa E Zornitta, AICP Executive Director				Melissa E. Zornitta, AICP Executive Director
On motion of _____ Kress _____ Seconded by _____ Doughty _____ .				
The following resolution was adopted:				

WHEREAS, the Hillsborough County City-County Planning Commission developed a Comprehensive Plan for the City of Temple Terrace pursuant to the provisions of Chapter 163, Florida Statutes, which was adopted by the City of Temple Terrace on January 19, 2016 (Ordinance 1384); and

WHEREAS, the Hillsborough County City-County Planning Commission received a privately initiated map amendment to the *Imagine 2040: Temple Terrace Comprehensive Plan*; and

WHEREAS, the Hillsborough County City-County Planning Commission staff reviewed Temple Terrace Comprehensive Plan Amendment TT/CPA 20-02 that proposes a future land use designation of Temple Terrace Residential-18 on a parcel located south of Temple Terrace Highway, east of North 78th Street, north of Harney Road and west of Meadowood Boulevard; and



Plan Hillsborough
planhillsborough.org
planner@plancom.org
813-272-5940
601 E Kennedy Blvd
18th Floor
Tampa, FL, 33602

Resolution

Temple Terrace Comprehensive Plan Amendment:
TT/CPA 20-02 - South of Temple Terrace Highway, east of North 78th Street
July 13, 2020

WHEREAS, the Hillsborough County City-County Planning Commission reviewed the proposed map amendment, has considered existing/future development patterns and community facilities, as well as the adopted goals, objectives and policies of the *Imagine 2040: Temple Terrace Comprehensive Plan* as follows:

Future Land Use Element

LU Policy 1.1.6: *Recognize that its City Form is shaped by the fact that it is a City of Neighborhoods; and that among these are, now or in the future (edited to remove unrelated text – for full text see Imagine 2040: Temple Terrace Comprehensive Plan):*

- *its residential neighborhoods, very generally defined as including:*
 - *its urban neighborhoods south of Temple Terrace Highway and east of the Hillsborough River and north of Harney Road; and west of 56th Street between Fowler Avenue and the Hillsborough River;*

LU Policy 1.4.6: *Work to protect, stabilize, and enhance its existing residential neighborhoods, which has established the City as a compact socially-close community, while it fosters additional residential living choices, such as live-work units, mixed-use structures, condominiums, townhomes, and housing for the elderly (also see ADUs aka granny flats, as described in the Plan Categories), housing for those of modest means, including university students, empty nesters, service workers, and those just embarking on their careers.*

Neighborhood Conservation

LU GOAL 2: *To achieve a well-balanced and well-organized combination of residential, non-residential, recreational, and public uses served by a convenient and efficient multimodal transportation network while protecting and preserving the fabric and character of the City's neighborhoods.*

LU Objective 2.1: *Continue to maintain adequate land designated for residential uses, including multi-family and mixed-use residential, which can accommodate the projected population and provide safe, decent, sanitary, and affordable housing opportunities for the current and future citizens of Temple Terrace.*

LU Policy 2.1.1: *Protect stable residential neighborhoods from incompatible land uses; blighting influences; and the impacts of infill, redevelopment, and new development.*

LU Policy 2.1.2: *Provide for development of a wide variety of residential uses, including detached and attached residential, multi-family residential, mixed-use residential, live-work residential, assisted living, long-term care, and multi-generation accommodations among others, consistent with the needs characteristic of the socio-economic profiles of the City's households and future needs, through the provisions of varying residential densities, mixed-uses, overlay and other land use categories in the comprehensive plan and the Land Development Code (LDC) of the City of Temple Terrace.*

LU Objective 2.2: *Protect single-family residential neighborhoods by requiring that any other land uses within single-family areas meet applicable locational criteria.*

Resolution

Temple Terrace Comprehensive Plan Amendment:
TT/CPA 20-02 - South of Temple Terrace Highway, east of North 78th Street
July 13, 2020

LU Policy 2.2.1: *The location of single-family attached housing units shall be limited to the periphery of established single-family detached neighborhoods, but provisions in the City's LDC may provide for exceptions pursuant to the application of the City's standard, mixed-use, and overlay land use categories, when appropriate measures are taken to effectively buffer conflicts or impacts associated with abutting different residential styles and densities.*

LU Policy 2.2.2: *Multi-family, mixed-use, and higher-density residential uses defined in the City's Land Development Code, shall be located adjacent to or in proximity to office and commercial activity centers to minimize the use of the automobile, except as part of a mixed-use structure or site-planned development in locations allowed in the comprehensive plan and FLUM.*

Multi-Modal Corridors and Major Activity Centers

LU Objective 3.5: *The transformation of major multi-modal corridors and major activity centers to include a broader mix of uses, both horizontal and vertical, that provides opportunities for medium density housing while also addressing neighborhood and citywide demand for retail and services.*

LU Policy 3.5.1: *56th Street/Busch Boulevard/Bullard Parkway; and 56th Street/Fowler Avenue; and 56th Street/Fletcher Avenue; and US 301/Harney Road/Temple Terrace Highway intersections will be developed as the major office and commercial activity centers of the City. 56th Street; Fowler Avenue; Fletcher Avenue; and Busch Boulevard/Bullard Parkway/Temple Terrace Highway will be developed as the City's multi-modal corridors. The quadrants surrounding the intersection of 56th Street and Busch Boulevard/Bullard Parkway, as defined by the CRA and DMU-35 land use category is the City's traditional and historic downtown, and shall be the most recognizably dominant of the City's major activity centers.*

LU Policy 3.5.6: *Promote densities, mixes of uses, and transportation improvements that support walking, biking, and use of public transportation.*

LU Policy 3.5.7: *Accommodate planned levels of population and employment growth along multi-modal corridors and within major activity centers. Depending on the characteristics of each area, establish concentrations of employment and housing at varying densities and with varying mixes of uses.*

Complete Streets

LU Policy 4.1.1: *Encourage mixed-use development to allow siting of residential, retail, office, recreational, and educational facilities within close proximity to each other to encourage walking and bicycling as a routine part of everyday life.*

- *Maximize the proportion of residences within [$\frac{1}{4}$] mile of uses like parks, schools, grocers, retailers, service providers, employment, public transportation, and other desirable community features.*

Growth Management

LU Goal 8: *To manage growth so that the delivery of public facilities and services will occur in a fiscally and environmentally responsible manner, which will support development and redevelopment in the City.*

Resolution

Temple Terrace Comprehensive Plan Amendment:
TT/CPA 20-02 - South of Temple Terrace Highway, east of North 78th Street
July 13, 2020

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Housing Element

HSG Policy 1.2.6: *Encourage a greater variety of housing types, occupancy standards, and sizes to diversify, yet maintain compatibility with, single family neighborhoods*

WHEREAS, the Planning Commission staff has determined that TT/CPA 20-02 is consistent with the goals, objectives, and policies of the *Imagine 2040: Temple Terrace Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED, that the Hillsborough County City-County Planning Commission finds Temple Terrace Comprehensive Plan Amendment TT/CPA 20-02 from Residential-9 to Residential-18 **CONSISTENT** with the *Imagine 2040: Temple Terrace Comprehensive Plan* and forwards this recommendation to the Temple Terrace City Council.

Attachment B

Figure Series

1. **General Locator**
2. **Aerial Photography**
3. **Existing Land Use**
4. **Adopted Future Land Use**
5. **Proposed Future Land Use**

**FIGURE 1
TEMPLE TERRACE
GENERAL LOCATION MAP
MARCH 2020
PLAN AMENDMENT SUBMITTAL**

LEGEND

-  **PLAN AMENDMENT**
-  **COUNTY BOUNDARY**
-  **JURISDICTION BOUNDARY**
-  **URBAN SERVICE AREA**
-  **TAMPA SERVICE AREA**
-  **EXISTING MAJOR ROAD NETWORK**
-  **MAJOR RIVERS**
-  **WATER**

TT/CPA 20-02 SOUTH OF TEMPLE TERRACE HWY.,
EAST OF N. 78TH ST.

JURISDICTION BOUNDARIES: Hillsborough County City-County Planning Commission.
URBAN SERVICE AREA BOUNDARIES: Hillsborough County City-County Planning Commission.
ACCURACY: It is intended that the accuracy of the base map comply with U.S. map accuracy standards. However, such accuracy is not guaranteed by the Hillsborough County City-County Planning Commission.
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0 700 1,400 2,800 4,200 5,600
Feet



15

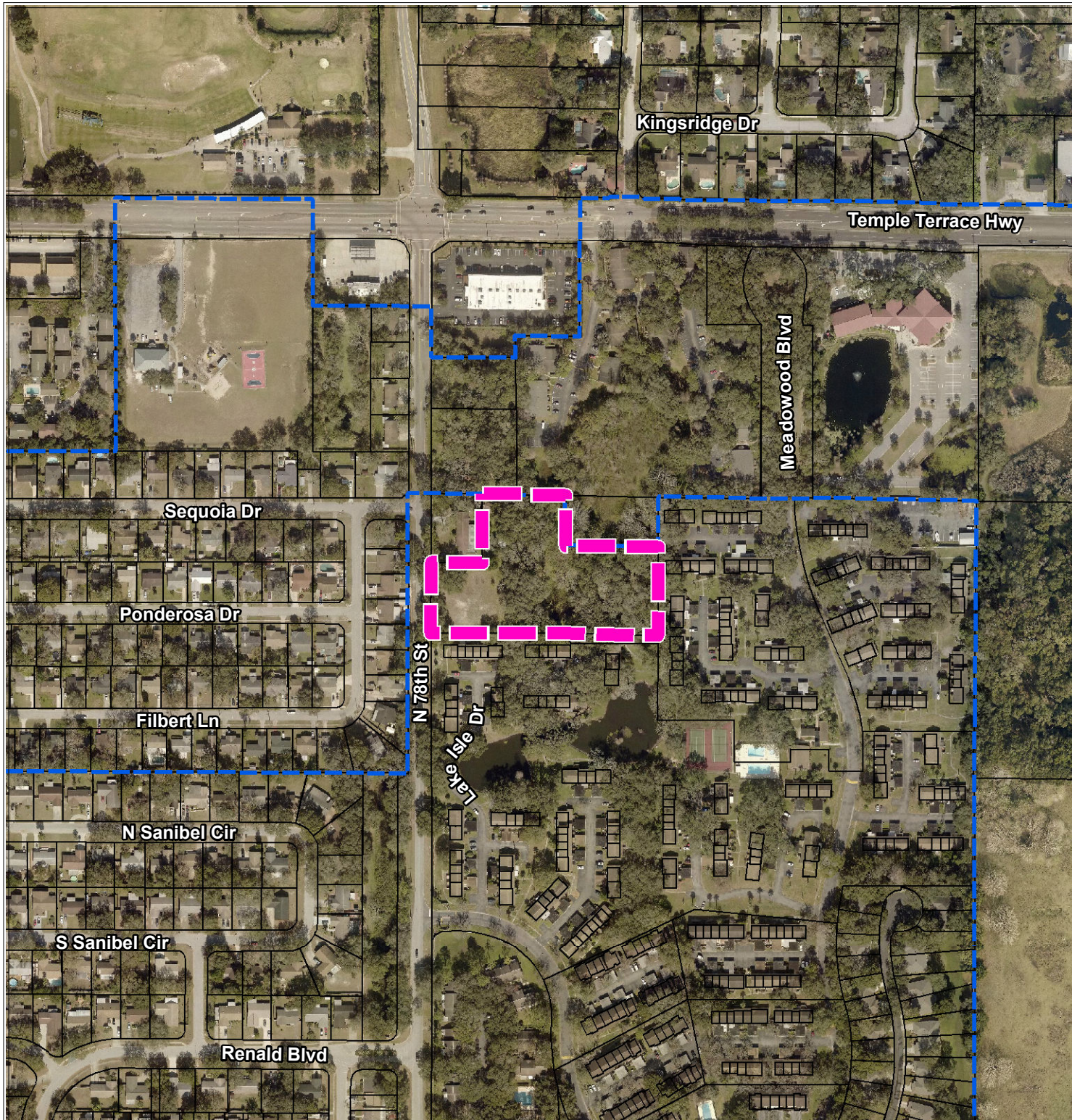


FIGURE 2
**TEMPLE TERRACE
 AERIAL PHOTOGRAPHY**

TT/CPA 20-02

LEGEND

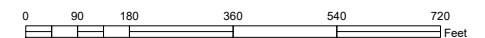
-  PLAN AMENDMENT AREA
- ROADS AND BOUNDARY LINES
 -  COUNTY BOUNDARY
 -  JURISDICTION BOUNDARY
 -  TAMPA SERVICE AREA
 -  URBAN SERVICE AREA



DATA SOURCES: Aerial Photography 2016, Hillsborough County Geomatics.

PARCEL DATA: Hillsborough County Property Appraiser.

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**FIGURE 3
TEMPLE TERRACE
EXISTING LAND USE**

TT/CPA 20-02

LEGEND



PLAN AMENDMENT AREA

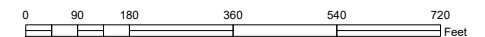
EXISTING LAND USE

-  SINGLE FAMILY / MOBILE HOME
-  TWO FAMILY
-  MULTI-FAMILY
-  MOBILE HOME PARK
-  VACANT
-  PUBLIC / QUASIPUBLIC / INSTITUTIONS
-  PUBLIC COMMUNICATIONS / UTILITIES
-  RIGHT OF WAY/ROADS/HIGHWAYS
-  EDUCATIONAL
-  HEAVY COMMERCIAL
-  LIGHT COMMERCIAL
-  HIGH INDUSTRIAL
-  LIGHT INDUSTRIAL
-  MINING
-  RECREATION / OPEN SPACE
-  AGRICULTURAL
-  NATURAL
-  WATER
-  UNKNOWN
-  NOT CLASSIFIED

ROADS AND BOUNDARY LINES

-  COUNTY BOUNDARY
-  JURISDICTION BOUNDARY
-  URBAN SERVICE AREA
-  TAMPA SERVICE AREA
-  COASTAL HIGH HAZARD AREA BOUNDARY

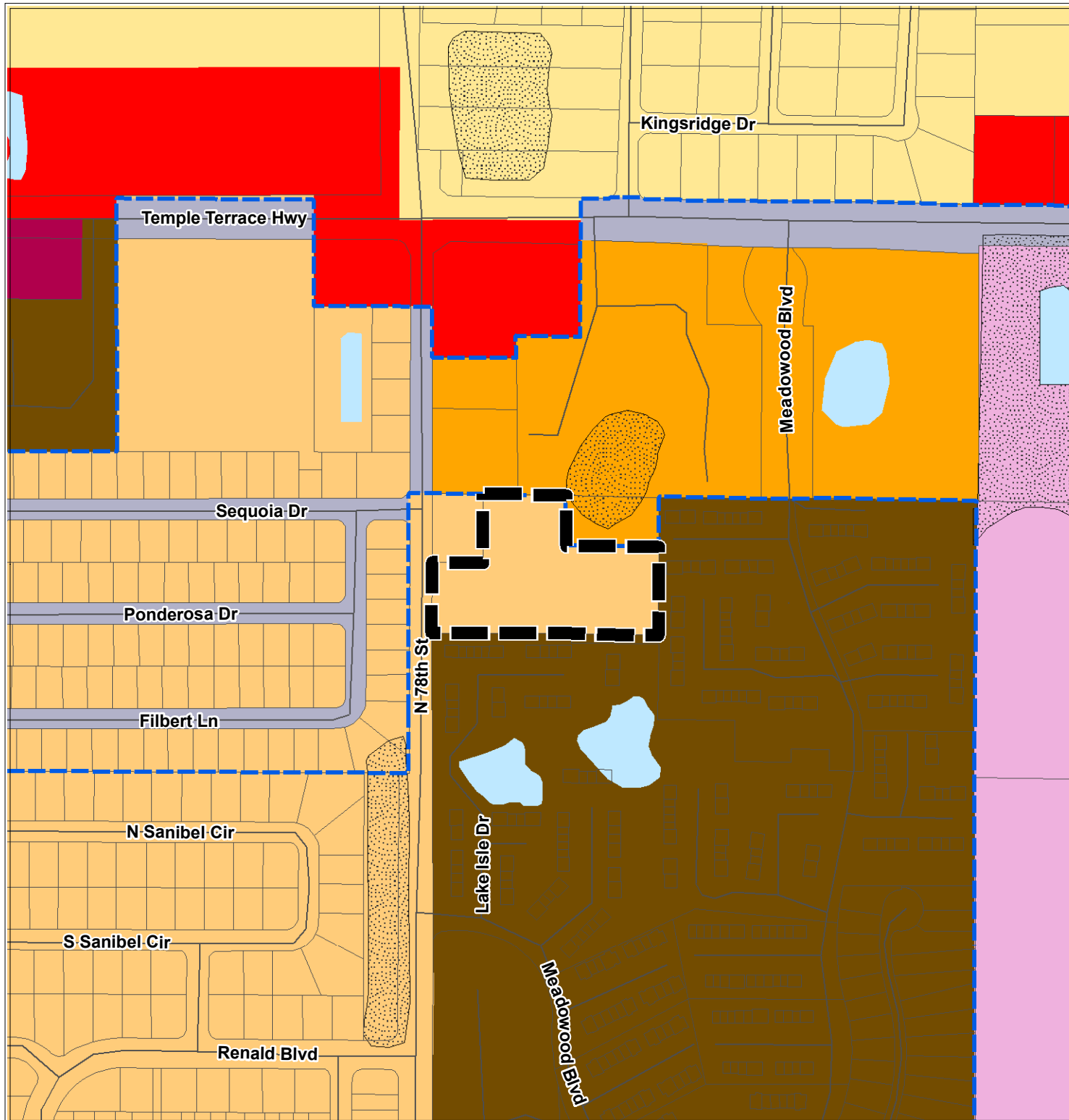
Existing Land Use: Derived from Property Appraiser parcels and NAL DOR Codes.
JURISDICTION BOUNDARIES: Hillsborough County City-County Planning Commission.
PARCELS: Hillsborough County Property Appraiser.
URBAN SERVICE AREA BOUNDARIES: Hillsborough County City-County Planning Commission.
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FIGURE 4
**TEMPLE TERRACE
 ADOPTED 2040 FUTURE LAND USE**

TT/CPA 20-02



PLAN AMENDMENT AREA

TEMPLE TERRACE FUTURE LAND USE

- RESIDENTIAL-4
- RESIDENTIAL-9
- RESIDENTIAL-18
- COMMUNITY MIXED USE-12
- URBAN MIXED USE-20
- OFFICE/INSTITUTIONAL
- DOWNTOWN MIXED USE-35
- COMMERCIAL
- RESEARCH/CORPORATE PARK
- INDUSTRIAL
- PUBLIC/SEMI-PUBLIC
- PARK/RECREATION OPEN SPACE
- WATER
- RIGHT OF WAY
- TRANSITIONAL AREA (DUE TO ANNEXATION)

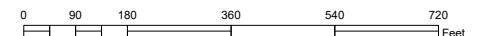
ENVIRONMENTALLY SENSITIVE AREAS

- INCLUDES - 100 YEAR FLOODPLAIN, SWH AND WETLANDS

ROADS AND BOUNDARY LINES

- COUNTY BOUNDARY
- JURISDICTION BOUNDARY
- TAMPA SERVICE AREA
- URBAN SERVICE AREA

2026 FUTURE LAND USE: Hillsborough County City-County Planning Commission.
 JURISDICTION BOUNDARIES: Hillsborough County City-County Planning Commission.
 PARCELS: Hillsborough County Property Appraiser.
 URBAN SERVICE AREA BOUNDARIES: Hillsborough County City-County Planning Commission.
 SIGNIFICANT WILDLIFE HABITAT: Hillsborough County Geomatics.
 WETLANDS AND WATER: Southeast Florida Water Management District.
 CHAH: Tampa Bay Regional Planning Council, June 12, 2006. The Coastal High Hazard Area as shown on the Future Land Use map is a general depiction as per 481520, which is the area below the elevation of the category 1 storm surge line as established by the SLOSH computerized storm surge model. More specific information can be obtained by reviewing the TBPRC's computerized storm surge model.
 ACCURACY: It is intended that the accuracy of this base map comply with U.S. map accuracy standards. However, such accuracy is not guaranteed by the Hillsborough County City-County Planning Commission.
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**Hillsborough County
 City-County
 Planning Commission**



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FIGURE 5
TEMPLE TERRACE
PROPOSED 2040 FUTURE LAND USE
TT/CPA 20-02
FROM: RESIDENTIAL - 9
TO: RESIDENTIAL - 18



PLAN AMENDMENT AREA

TEMPLE TERRACE FUTURE LAND USE

- RESIDENTIAL-4
- RESIDENTIAL-9
- RESIDENTIAL-18
- COMMUNITY MIXED USE-12
- URBAN MIXED USE-20
- OFFICE/INSTITUTIONAL
- DOWNTOWN MIXED USE-35
- COMMERCIAL
- RESEARCH/CORPORATE PARK
- INDUSTRIAL
- PUBLIC/SEMI-PUBLIC
- PARK/RECREATION OPEN SPACE
- WATER
- RIGHT OF WAY
- TRANSITIONAL AREA (DUE TO ANNEXATION)

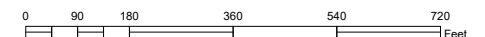
ENVIRONMENTALLY SENSITIVE AREAS

- INCLUDES - 100 YEAR FLOODPLAIN, SWH AND WETLANDS

ROADS AND BOUNDARY LINES

- COUNTY BOUNDARY
- JURISDICTION BOUNDARY
- TAMPA SERVICE AREA
- URBAN SERVICE AREA

2026 FUTURE LAND USE: Hillsborough County City-County Planning Commission.
 JURISDICTION BOUNDARIES: Hillsborough County City-County Planning Commission.
 PARCELS: Hillsborough County Property Appraiser.
 URBAN SERVICE AREA BOUNDARIES: Hillsborough County City-County Planning Commission.
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Hillsborough County
City-County
Planning Commission



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Attachment C

Agency Comments



**Adequate Facilities Analysis
(Comprehensive Plan Amendment)**

Date: Monday, March 23, 2020	Acreage: 3.05 +/- acres
Jurisdiction: Temple Terrace	Current Future Land Use: R-9 (Residential-9)
Case Number: TT/CPA 20-02	Proposed Future Land Use: R-18 (Residential - 18)
HCPS #: PA-45	Maximum Residential Units: 54 Units
Address: 125 Feet South of North 78 th Street & Sequoia Drive	Residential Type: Single-Family Attached & Multi-Family
Parcel Folio Number(s): 38184.0105	

School Data	Folsom Elementary	Greco Middle	King High
FISH Capacity	663	1,228	2,286
2019-20 Enrollment	465	805	1,776
Current Utilization	70%	66%	78%
Concurrency Reservations	36	17	46
Students Generated	8	4	4
Proposed Utilization	77%	67%	80%

Source: 2019-20 40th Day Enrollment Count with Updated Concurrency Reservations.

This is an analysis for adequate facilities only and is NOT a determination of school concurrency. A school concurrency review will be issued PRIOR TO preliminary plat or site plan approval.

Charles Andrews, AICP, CNU-A
Manager, Planning & Siting
Growth Management Department
Operations Division
Hillsborough County Public Schools
E: charles.andrews1@sdhc.k12.fl.us
P: 813.272.4429

Raymond O. Shelton School Administrative Center • 901 East Kennedy Blvd. • Tampa, FL 33602-3507
Phone: 813-272-4004 • FAX: 813-272-4002 • School District Main Office: 813-272-4000
P.O. Box 3408 • Tampa, FL 33601-3408 • Website: www.sdhc.k12.fl.us



May 4, 2020

Mark Hudson
Hillsborough County - Metropolitan Planning Organization
601 E. Kennedy Blvd, 18th Floor
Tampa, FL 33602

RE: General Utility Service Availability for Folio No 38184.0105 (Identified in the Comprehensive Plan Amendment TT/CPA 20-02)

Dear Mr. Hudson:

This letter is a general utility service availability statement to indicate that the referenced development lies within the City of Temple Terrace's Utility Service Area and that there is capacity available within our system to accommodate the proposed development of the referenced parcels. Service availability is determined as follows:

- **Potable Water Service.** The City of Temple Terrace's Southwest Florida Water Management District - Water Use Permit allows a withdraw of 5.15 Million Gallons per Day (MGD). Our current daily demand for potable water averages approximately 2.3 MGD, which is less than half of our permitted withdraw allotted for the City. Therefore, there should be more than adequate availability of potable water to meet the anticipated needs associated with the site's development.
- **Wastewater Service.** The City of Temple Terrace does not have a wastewater treatment plant; we rely on the City of Tampa to treat our wastewater. Therefore, per an Interlocal Agreement with the City of Tampa, Temple Terrace is "allocated" an approximate 3 MGD rate of discharge. The City currently averages approximately 2.3 MGD and therefore should have adequate capacity to meet the anticipated wastewater needs associated with the site's development.

Please note that this correspondence is not a "will serve" or utility guarantee letter as that is determined/provided during the Site Plan Review process. Should you have any questions, feel free to contact me at (813) 506-6575 or email at Troy.tinch@templeterrace.com.

Sincerely,

Troy Tinch, PWS
Public Works Utilities Director

Public Works Department
11210 NORTH 53rd STREET • TEMPLE TERRACE, FLORIDA 33617
PHONE 813.506.6570 • FAX 813.506.6571 • www.templeterrace.com

Comprehensive Plan Amendment Request
TT/CPA 20-02

Transportation Information

Road Name	From - To	Number of Lanes	Adopted LOS Standard	Current LOS	Pedestrian LOS	Bicycle LOS
North 78 th Street	Harney Road to Temple Terrace Hwy.	2U	NA	NA	NA	NA
Harney Road	Sligh Avenue to Temple Terrace Hwy.	2U	D	D	NA	NA
Temple Terrace Hwy.	Temple Park Drive to Davis Road	4D	D	C	NA	NA

Transportation Analysis – Existing

This property is on North 78th Street, south of Temple Terrace Highway. Access to the property is from North 78th Street, which is a local roadway. There are no sidewalks or shoulders on North 78th Street. Temple Terrace Highway is a 4 lane divided highway that has marked shoulders and sidewalks on both sides.

Davis Road extension from Harney Road to Maislin Drive has been identified as a priority project for the City of Temple Terrace in the current Transportation Improvement Program (TIP).

The area is served by HART bus route (Route 48) and operates on North 78th Street.

Transportation Analysis – Future Proposed

There is currently a new 2 lane road construction project on Davis Road from Harney Road to Maislin Drive in the current *2045 Long Range Transportation Plan*.

The *HART Transit Development Plan* identifies the need for expansion of transit service in this area.

Special Area and Impact Analysis

This area is identified in the MPO's *Demographic Analysis for Environmental Justice Purposes* as an area having a high density of minority populations. Residents in these areas tend to be more reliant on cycling, walking, and transit (when available) for their travel purposes – whether to work, school, shopping, and appointments.

This amendment is to change approximately 3.0± acres of Residential-9 to Residential-18.

▪ **Existing** Scenario Buildout: **Residential-9**

Existing Category	Average Peak Hour Trips
27 Dwelling Units of Single-Family Housing (ITE 210)	14

▪ **Proposed** Scenario Buildout: **Residential-18**

Proposed Category	Average Peak Hour Trips
54 Dwelling Units of Single-Family Housing (ITE 210)	28

Based upon buildout scenarios, **the existing land use category** could generate up to **14** Average Peak Hour Trips.

Based upon buildout scenarios, **the proposed land use category** could generate up to **28** Average Peak Hour Trips.

Attachment D

Site Photos



Aerial photograph of TT/CPA 20-02



Looking south on North 78th Street

Site Photos (continued)



Looking north on North 78th Street



Duplex to the north on North 78th Street

Site Photos (continued)



Typical homes in Temple Park



Typical homes in Meadowood Village

Attachment E

Application



**Hillsborough County
City-County
Planning Commission**

Comprehensive Plan Amendment Application

Comprehensive Plan Amendment Application for All Local Governments (Map and Text).....	2
Comprehensive Plan Amendment Application Submission Checklist	4
Agent Affidavit.....	5
Required Declarations for Mailing Notices and Sign Postings.....	6

Jurisdiction in which proposed Comprehensive Plan Amendment is located:

- ☐ Unincorporated Hillsborough County ☐ City of Plant City
☐ City of Tampa ☒ City of Temple Terrace

Type of Comprehensive Plan Amendment:

- ☒ Map Amendment ☐ Text Amendment

IMPORTANT: If the subject property is 10 acres or greater, the Pre-Application Conference that must be conducted **must be dated within 6 months of the application submission and at least fifteen (15) days prior to the filing deadline** for the Comprehensive Plan Amendment application. **Applications for amendments subject properties less than 10 acres** can be submitted anytime.

Comprehensive Plan Amendment Initiated by:

- ☒ Private Sector ☐ Public Sector

Property Owner(s):

Name (s): K and W Property Group LLC
Address: 6804 Bluffs Blvd Tampa FL 33617
Phone: 813 817 8492 E-mail: ortizplanningsolutions@gmail.com

Agent/Representative (if applicable):

Name: Ortiz Planning Solutions, LLC
Address: 2810 N Central Ave Tampa FL 33602
Phone: 813.817.8492 E-mail: ortizplanningsolutions@gmail.com

Affidavit to Authorize Agent (if applicable): Where the applicant is not identified as the owner(s) of the property as specified on the deed(s) submitted with the request, a signed Affidavit to Authorize Agent is required.

Site Location Information (for Map Amendments only):

Site Location Address(es): No address assigned. Site is located on the east side of N. 78th Street
approximately 800 feet south of the intersection of Temple Terrace
Highway and N. 78th Street.

Plan Amendment Request (for Map Amendments only):

Attach additional property folio numbers on additional page if needed.

Property Information		Future Land Use Designation	
Folio Numbers	Acres	Current	Requested
038184.0105	3	Residential 9	Residential 18

Justification for the proposed Map Amendment (i.e., infrastructure; supporting Policies, transit availability, etc.):

The subject property is located in the urban/rural fringe where the City of Temple Terrace abuts unincorporated Hillsborough County and is not far from lands within the city limits of Tampa. The property subject to this small scale map amendment is 3+/- acres in size, vacant, zoned R MF and designated as R9 on the future land use map. The abutting uses to the north, east and south are attached single family. The site abuts N. 78th Street and is approximately 250 south of the intersection of 78th Street and Temple Terrace Highway, a designated multi-modal transportation corridor. The site is located within close proximity to Interstate 75 and Highway 301 which provide north/south travel throughout the state and the Buch Blvd/Temple Terrace Highway and Fowler Ave which provide east west travel throughout the County. Additionally the property is located very near the Temple Terrace Highway/Harney Rd /US 301 activity center, which is a future, Major Urban Activity center and within the Temple Terrace utility service area.

Development trends in the area (within one mile of site in the cities and five miles of the site for unincorporated Hillsborough County):

The property subject to this request is located just south of the intersection of Temple Terrace Highway and N. 78th Street. It is entirely within the Temple Terrace utility service area and very close to the future, Major Urban Activity center at Temple Terrace Highway/Harney Road/ US 301 where development of dense residential, intense commercial and mixed use projects are intended. This neighborhood is currently very mixed with both attached and detached housing options, an array of commercial uses and a spattering of vacant lands. However, the area is in transition from suburban to urban as attested to by the identification of the future Major Urban Activity Center which intends for urban intensity and density.

Is there a pending action regarding the subject property in process related to the subject property (i.e., concurrent Rezoning, Land Development Code Amendment, others):

The intent is to apply to the City of Temple Terrace for a Planned Development rezoning as a companion to this small scale map amendment and to run the petitions concurrent

This petition for small scale map amendment is consistent with many of the Objectives, Goals and Policies as outlined in the Temple Terrace Comprehensive Plan and attached as an addendum

Patricia Ortiz, AICP

OrtizPlanningSolutions@gmail.com

813.817.8492

Addendum

The request for a small-scale map amendment from Residential 9 to Residential 18 is consistent with the following policies of the Temple Terrace Comprehensive Plan

Temple Terrace Vision Map: this map is a graphic depiction of the intended growth of the City. Part d.) focus development into the major activity centers one being Temple Terrace Highway/ Harney Road/US 301

Future Population Trends: To retain and attract the future work force and biggest consumer base, Millennials. Local leaders need to plan now in order to address this groups future housing needs. This segment of the population is mobile, less interested in larger homes, and value access to high quality transportation

Tax Revenue To ensure a fiscally sound municipality, it is very important to ensure the housing stock is maintained and a good mix of residential and nonresidential development is sustained.

Competition the City is primarily developed residentially and mostly built out. It is crucial for the City to offer a wide variety of housing choices to meet the needs of all economic levels.

Housing Different housing types and price levels (affordability) are needed and the mix of housing will change in the future. Downtown redevelopment and redevelopment of the major road corridors are the best areas to introduce different housing types

Mobility the City is beginning to focus development activity into activity centers where it is easier to provide services to a point along a linear corridor

Existing and Future Population Trends: Estimates and projections of the Temple Terrace population indicate continued growth through the year 2040. From 2015 to 2040 Temple Terrace is projected to have a population increase of 16%

Future Land Use Element

LU Goal 1: To always strive for a beautiful environment embraced by diverse citizens by promoting the best of the City's humanity (its people assets) and the best of the City's nature (natural assets) and interconnecting and recognizing the interconnections of these assets to achieve a competitively unique and identifiable City for Living.

LU Objective 1: Set a standard for excellence, balance, and harmony in all City practices and activities, as measured against the achievements and success of other local, regional, national, and global communities and cities.

2 **LU Policy 1.1.6** Recognize the City form is shaped by neighborhoods which include the future major urban activity center of US 301/Harney Rd and Temple Terrace Hwy

LU Objective 1.4 Create Uniqueness and identity for the City

LU Policy 1.4.4 Continue to improve its downtown and foster future re-development and infill of the identified major activity centers and corridors

LU Policy 1.4.7 Continue to pursue its opportunities to grow within the confines of the utility service area

LU Goal 2 To achieve a well-balanced and well-organized combination of residential, non-residential, recreational and public uses served by a convenient and efficient multimodal transportation network while protecting and preserving the fabric and character of the City's neighborhoods

LU Objective 2.1 Continue to maintain adequate land designated for residential uses, including multi-family and mixed use residential, which can accommodate the projected population and provide safe, decent, sanitary and affordable housing opportunities for the current and future citizens

LU Policy 2.1.2 Provide for development of a wide variety of residential uses, including detached and attached residential, multi-family residential, mixed-use residential, live-work residential, assisted living, long-term care, and multigeneration accommodations among others, consistent with the needs characteristic of the socio-economic profiles of the City's households and future needs, through the provisions of varying residential densities, mixed-uses, overlay and other land use categories in the comprehensive plan and the Land Development Code (LDC) of the City of Temple Terrace.

LU Policy 2.1.3: Recognize that the City has a range of different types of neighborhoods, with different types of needs at different time, and what may work for or be important for one type of neighborhood may not be a priority for another.

LU Policy 2.1.4: Encourage the development of housing opportunities for low- and moderate-income households through the use of federal and local Neighborhood Improvement Programs.

LU Policy 2.2.2: Multi-family, mixed-use, and higher-density residential uses defined in the City's Land Development Code, shall be located adjacent to or in proximity to office and commercial activity centers to minimize the use of the automobile, except as part of a mixed-use structure or site planned development in locations allowed in the comprehensive plan and FLUM.

LU Objective 3.5: The transformation of major multi-modal corridors and major activity centers to include a broader mix of uses, both horizontal and vertical, that provides opportunities for medium density housing while also addressing neighborhood and citywide demand for retail and services.

LU Policy 3.5.6: Promote densities, mixes of uses, and transportation improvements that support walking, biking, and use of public transportation.

LU Policy 3.5.7: Accommodate planned levels of population and employment growth along multi-modal corridors and within major activity centers. Depending on the characteristics of each area, establish concentrations of employment and housing at varying densities and with varying mixes of uses.

LU Objective 8.2: Continue to provide incentives for public and private redevelopment efforts in the City's residential and non-residential areas as part of the Land Development Code.

LU Policy 8.2.1: Continue to utilize redevelopment and revitalization strategies and incentives for private reinvestment in under-utilized residential and/or commercial areas where adequate infrastructure exists to support redevelopment.

LU Objective 8.3: All new development and redevelopment will be serviced with transportation, potable water, sewerage, stormwater management facilities, solid waste disposal, and parks that meet or exceed the adopted levels of service established in the Capital Improvements Section.

LU Policy 8.3.9: The provision of infrastructure concurrent with development to the extent that facility construction necessary to support development will be available at the adopted level of service concurrent with the impacts of development.

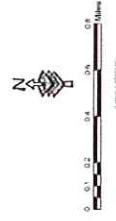
CITY OF TEMPLE TERRACE VISION MAP

Hillsborough County
City-County
Comprehensive Plan

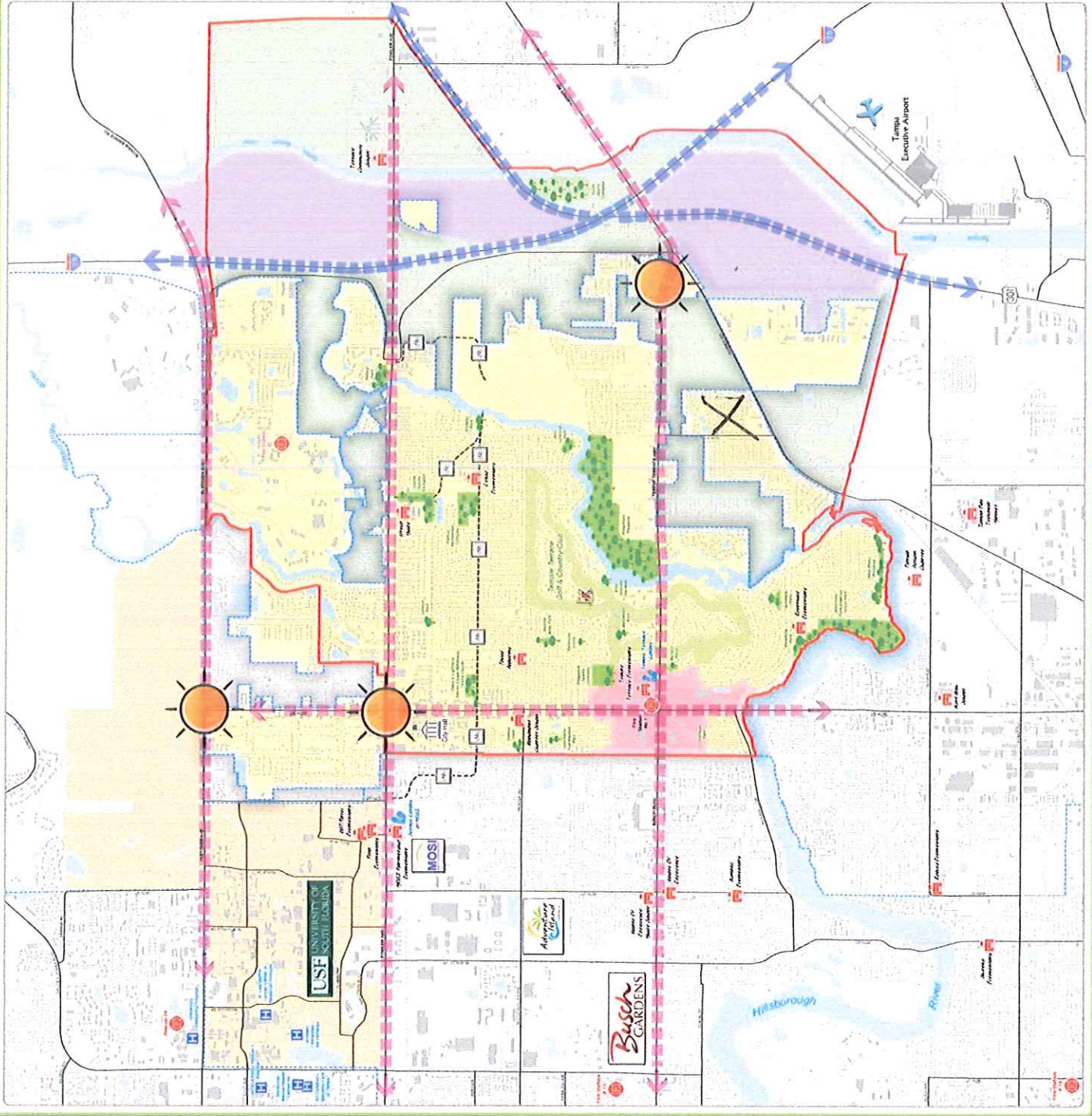
LEGEND

- Major Activity Center
- Transportation Corridor
- Multimodal Transportation Corridor
- Temple Terrace Trail
- School
- Major Medical Facility
- Library
- Temple Terrace Golf and Country Club
- Park
- Water
- Building Footprint
- Temple Terrace Utility Service Area
- Central Business District
- Future Economic Development Area
- City of Temple Terrace

LOCATOR MAP AND REFERENCE INFORMATION



Map prepared by the City of Temple Terrace, Florida, for the City-County Comprehensive Plan. The map is not to be used for any other purpose without the written consent of the City of Temple Terrace. The map is not a guarantee of accuracy and is not to be used for any other purpose without the written consent of the City of Temple Terrace. The map is not a guarantee of accuracy and is not to be used for any other purpose without the written consent of the City of Temple Terrace.



with model

Table 1

Projected Population, Temple Terrace
within City Limits
2015 TO 2040

Year	Population
2015	25,230
2020	26,663
2025	27,887
2030	28,247
2035	29,158
2040	30,026

Source: Hillsborough County-City Planning Commission
based on U.S. Census data

Table 2

Projected Population, Temple Terrace
within Utility Service Area
2015 TO 2040

Year	Population
2015	36,245
2020	38,304
2025	40,062
2030	40,579
2035	41,887
2040	43,134

Source: Hillsborough County-City Planning Commission
based on Transportation Analysis Zones

Table 3

Percentage Change in Projected Population,
Temple Terrace, 2015 TO 2040

Time Period	Percentage
2015 to 2020	5.7
2020 to 2025	4.6
2025 to 2030	1.3
2030 to 2035	3.2
2035 to 2040	2.9

Source: Hillsborough County-City Planning Commission

Residential-9 (R-9)

Description:

These areas should offer safe, quiet, and attractive environments. The goal of Residential-9 areas is to allow individuals to enjoy personal space in a cohesive neighborhood setting.

Single-family attached and detached homes on individual lots are the predominant use in these areas, although other housing and condominium development approaches can be integrated at medium densities. Densities in Residential-9 areas are nine (9) units or less per gross acre. Community and neighborhood parks, scenic open space, and certain institutional uses serving neighborhoods are often integral parts of these residential areas. Limited commercial uses and public facilities can also be accommodated under controlled conditions that protect the quality of the residential environment, e.g., adult congregate living facilities and day care centers. Accessory dwelling units (ADUs), *aka* "granny flats" or "garage apartments", are allowed but do not count toward density limits.

Relationship to Other Areas of Use and the Street System:

- Perimeters should be buffered from other use areas by open space, streets, and/or visual screening techniques.
- Major work, trade, and community service activities should be easily accessible via collector and arterial streets. Collectors in Residential-9 areas should have low-medium density uses (up to nine (9) units per gross acre) as primary destinations in one direction of flow.
- Local street systems in Residential-9 areas should be designed to discourage through traffic.

- Neighborhood office/commercial and semi-public uses designed to serve the immediate neighborhood and developed at intensities up to 0.25 FAR may be allowed in appropriate locations.

Relationship to Facilities and Services:

- Public water and sewer service available or programmed for the area.
- Fire protection available within five-minute response time; police and Emergency Medical Services (EMS) access, with regular police patrol provided in developed and developing areas.
- Schools, neighborhood recreation, and small scale semi-public uses such as churches and home day care facilities integrated into the area and accessible via collector streets.

Relationship to Natural Resources and Features:

- Areas not subject to flooding and with soil conditions suitable for bearing structures, streets, etc.
- Areas with land contour, tree cover, and views used in site design to add scenic amenity and diversity to the residential neighborhood.



Future Land Use

AFFIDAVIT TO AUTHORIZE AGENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

K and W Property Group LLC

(NAME OF ALL PROPERTY OWNERS- Attach list if more than one), being first duly sworn, depose(s) and say(s):

1. That (I am/we are) the owner(s) and record title holder(s) of the following described property, to wit:

ADDRESS(ES) OR GENERAL LOCATIONS: 800+/- feet south of the intersection of Temple Terrace Highway and N 78th St (on the east side of N 78th Street)

FOLIO(S) No 038184.0105

2. That this property constitutes the property for which a request for a:
small scale land use amendment

(NATURE OF REQUEST)

3. That the undersigned (has/have) appointed Patricia Ortiz of Ortiz Planning Solutions llc as (his/her/their) agent(s) to execute any permits or other documents necessary to affect such application.

4. That this affidavit has been executed to induce Hillsborough County, Florida to consider and act on the above-described property;

5. That (I/we), the undersigned authority, hereby certify that the foregoing is true and correct.



SIGNED (PROPERTY OWNER)

SIGNED (PROPERTY OWNER)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

This foregoing instrument was acknowledged before me this

(DATE) 03/03/2020
by Khaled N. Elgallah

(Property Owner)

Personally known to me X

Florida Driver's License E414-514-60-451-0

And who did ☒ did not ☐ take an oath.

(Signature of Notary taking acknowledgment)

Majda Essadik
(Type or Print Name of Notary Public)

GG 117487
Commission Number



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

This foregoing instrument was acknowledged before me this

(DATE) _____
by _____

(Property Owner)

Personally known to me _____

Florida Driver's License _____

And who did ☐ did not ☐ take an oath.

(Signature of Notary taking acknowledgment)

(Type or Print Name of Notary Public)

Commission Number Expiration Date

PREPARED BY AND RETURN TO:

Angela M. Covington, Esq.
Carey, O'Malley, Whitaker,
Mueller, Roberts & Smith P.A.
712 South Oregon Avenue
Tampa, FL 33606-2516

Parcel ID No. T-24-28-19-ZZZ-000001-35700.1

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made effective on March 14, 2019, by
KHALED ELFALLAH and **KATHLEEN M. ELFALLAH**, husband and wife, whose
address is 6804 Bluffs Boulevard, Tampa, Florida 33617-2607 (collectively, the "Grantor") to **K
& W PROPERTY GROUP, LLC**, whose address is 6804 Bluffs Boulevard, Tampa, Florida
33617-2607 ("Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien,
remise, release, convey and confirm unto Grantee, all that certain land situate in Hillsborough
County, Florida, together with all improvements located thereon (the "Land"), described as
follows:

See Exhibit "A" annexed hereto and made a part hereof.

Together with reservations, covenants and other matters of public record,
and real estate taxes subsequent to tax year 2018.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in
anywise appertaining.

TO HAVE AND TO HOLD, THE SAME IN FEE SIMPLE FOREVER.

***Note to Recorder: This is a conveyance of unencumbered property to an entity wholly owned by
Grantor and, accordingly, no documentary stamp taxes are due upon the recording hereof.***

AND the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey the Land, and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the said Grantor has executed this Special Warranty Deed the day and year first above written.

GRANTOR:

Witnesses:



Print Name: Alicia Guy



Print Name: Jessica Mohammed



KHALED ELFALLAH

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on MARCH 14, 2019, by Khaled Elfallah, who is ☒ personally known to me or ☐ produced _____ as identification.



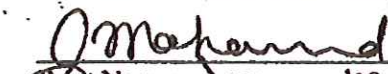


Print Name: MICHAEL R. CAREY

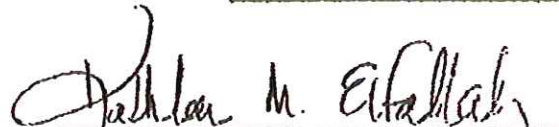
Witnesses:



Print Name: Alicia Guy



Print Name: Jessica Mohammed



KATHLEEN M. ELFALLAH

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on MARCH 14, 2019, by Kathleen M. Elfallah, who is ☐ personally known to me or ☒ produced DRIVER'S LICENSE as identification.





Print Name: MICHAEL R. CAREY

Exhibit "A"
Legal Description

TRACT BEGINNING 660.88 FEET SOUTH AND 25.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, RUN THENCE EAST, A DISTANCE OF 318.00 FEET; RUN THENCE SOUTH, A DISTANCE OF 120.00 FEET; RUN THENCE EAST, A DISTANCE OF 220.00 FEET; RUN THENCE SOUTH, A DISTANCE OF 210.00 FEET; RUN THENCE WEST, A DISTANCE OF 538.00 FEET AND NORTH, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

TRACT BEGINNING 660.88 FEET SOUTH AND 25.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, RUN THENCE EAST, A DISTANCE OF 121.58 FEET; RUN THENCE SOUTH, A DISTANCE OF 165.00 FEET; RUN THENCE WEST, A DISTANCE OF 121.58 FEET AND RUN THENCE NORTH, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

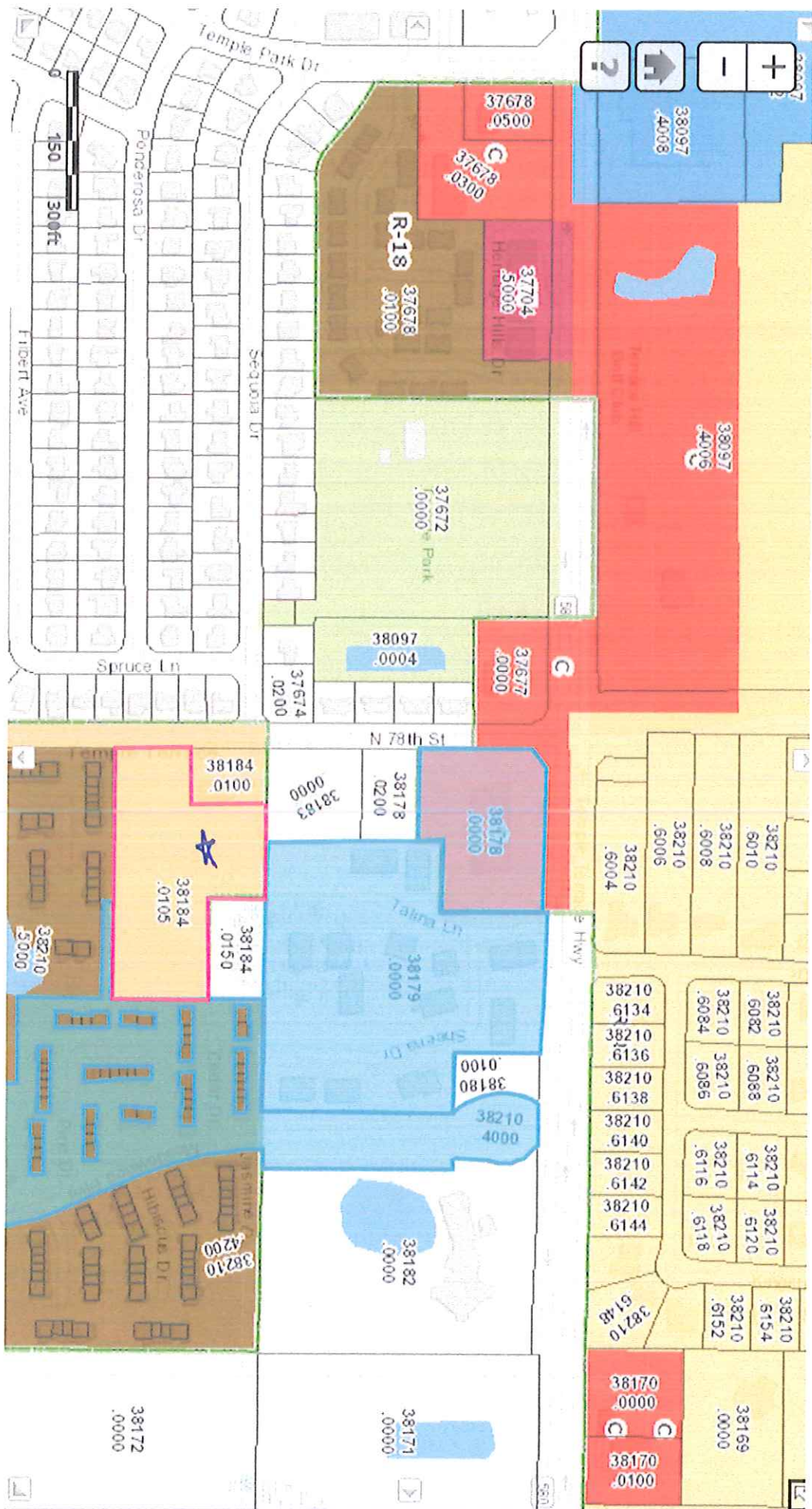
LEGAL DESCRIPTION

TRACT BEGINNING 660.88 FEET SOUTH AND 25.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY FLORIDA, RUN THENCE EAST, A DISTANCE OF 318.00 FEET; RUN THENCE SOUTH, A DISTANCE OF 120.00 FEET; RUN THENCE EAST, A DISTANCE OF 220.00 FEET; RUN THENCE SOUTH, A DISTANCE OF 210.00 FEET; RUN THENCE WEST, A DISTANCE OF 538.00 FEET AND NORTH, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING

TRACT BEGINNING 660.88 FEET SOUTH AND 25.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, RUN THENCE EAST, A DISTANCE OF 121.58 FEET; RUN THENCE SOUTH, A DISTANCE OF 165.00 FEET; RUN THENCE WEST, A DISTANCE OF 121.58 FEET AND RUN THENCE NORTH, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING

Graphic Depiction of Subject Property (Folio Number 38184.0105





PROPERTY INFORMATION

PID # T 24 28 19 ZZZ 000001 35700.1

Folio # 038184-0105

Property Type: Residential

Property Address:

N 78TH ST

TEMPLE TERRACE, FL 33637

Current Owner:

K AND W PROPERTY GROUP LLC

Tax Mailing Address:

6804 BLUFFS BLVD

TAMPA, FL 33617-2607

County Use Code: 0000 / VACANT

RESIDENTIAL

State Use Code: 00 / VACANT

RESIDENTIAL

Total Land Area:

3.009 acres / 131,072 sf

Land Areas:

1. ACREAGE CLASS 3 (993I)

Zoning: RMF/RMF - RESIDENTIAL

MULTIFAMILY (T.T.)

Waterfront: No

Subdivision:

UNPLATTED

Subdivision #:ZZZ

Census Tract/Block: 010401 / 3003

Twn: 28 / Rng: 19 / Sec: 24

Block: 000001 / Lot: 357001

Neighborhood: HARNEY ROAD & 78TH

STREET AREA (217004.00)

Latitude: 28.030343

Longitude: -82.367856

Legal Description:

TRACT BEG 660.88 FT S & 25 FT E OF
 NW COR OF SW 1/4 RUN E 318 FT S 120
 FT E 220 FT S 210 FT W 538 FT AND N
 330 FT TO BEG LESS N 165.00 FT OF W
 121.58 FT THEREOF


☒ Active
 ☒ Sold
 ☒ Pending
 ☒ Withdrawn
 ☒ Expired

VALUE INFORMATION

	<u>2018</u>	<u>2019</u>
	<u>Final</u>	<u>Final</u>
Building Value:	\$0	\$0
Extra Features:	\$0	\$0
Ag Value:	\$0	\$0
Land Value:	\$102,908	\$102,908
Just Market Value:	\$102,908	\$102,908
Percent Change:	- n/a -	0%
Total Assessed Value:	\$96,911	\$102,908
Homestead Exemption:	No	No
Total Exemptions:	\$0	\$0
Taxable Value:	\$96,911	\$102,908
Total Tax Amount:	\$1,989.25	\$2,039.57

Taxing District(s): TT

SALES INFORMATION				
Deed Type: SPECIAL WARRANTY DEED		Price:	\$0	Qualifiers: U ¹ , V
Sale Date:	03/14/2019	Recorded Date:	03/19/2019	Document #
Grantor:	ELFALLAH KHALED	Grantee:	K & W PROPERTY GROUP LLC	
Deed Type: WD		Price:	\$365,000	Qualifiers: Q, I
Sale Date:	12/17/2004	Recorded Date:	Bk 14516/Pg 1980	Document #
Grantor:	KELLER JULIA M	Grantee:	ELFALLAH KHALED	
Deed Type: -n/a-		Price:	\$100	Qualifiers: U
Sale Date:	01/01/1973	Recorded Date:	Bk 2630/Pg 22	Document #
Grantor:	Not Available	Grantee:	Not Available	
Deed Type: -n/a-		Price:	\$100	Qualifiers: U
Sale Date:	01/01/1970	Recorded Date:	Bk 2233/Pg 734	Document #
Grantor:	Not Available	Grantee:	Not Available	
Vacant/Improved Codes: V=Vacant, I=Improved				
Sale Qualifiers: Q=Qualified, U=Unqualified, O=Other (see note), M=Multiple, P=Partial				
¹ UNQUALIFIED - NOT ARMS LENGTH TRANSACTION				

BUILDING INFORMATION

No buildings on this property.

OTHER IMPROVEMENT INFORMATION

Covered Parking:	No	Pool:	No
-------------------------	----	--------------	----

FLOOD ZONE DETAILS	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
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77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

Zone	Description	Panel #	Publication Date
X	Area that is determined to be outside the 1% and 0.2% chance floodplains.	12057C0238H	08/28/2008

Source: FEMA National Flood Hazard Layer (NFHL), updated 11/14/2019

© PropertyKey.com, Inc., 2020 | Information is believed accurate but not guaranteed and should be independently verified.

Small Scale Amendment

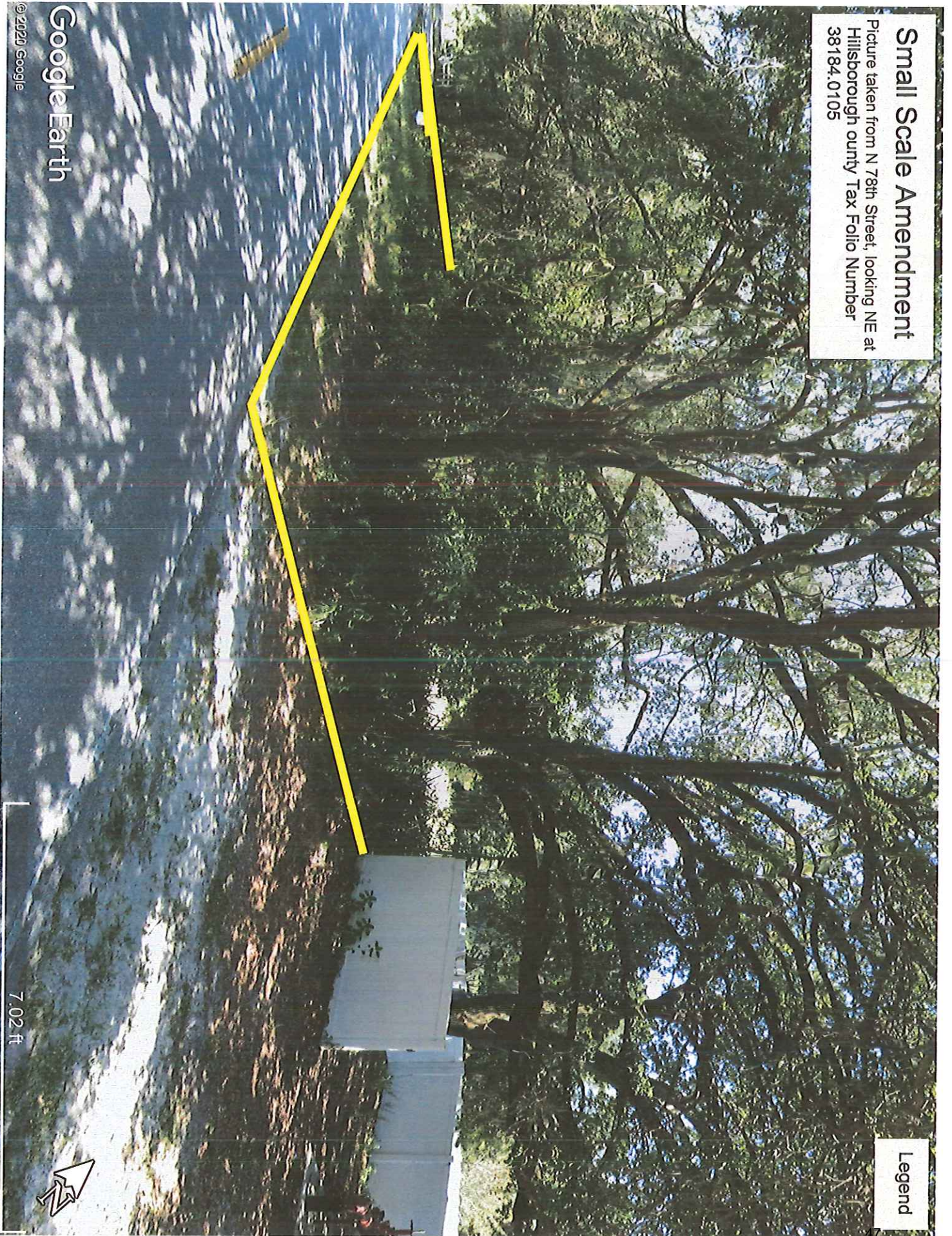
Hillsborough County Tax Folio Number
38184.0105



Small Scale Amendment

Picture taken from N 78th Street, looking NE at
Hillsborough county Tax Folio Number
38184.0105

Legend



Google Earth

© 2020 Google

7.02 ft

Small Scale Amendment
From North looking south east at
Hillsborough county Tax Folio Number
38184.0105



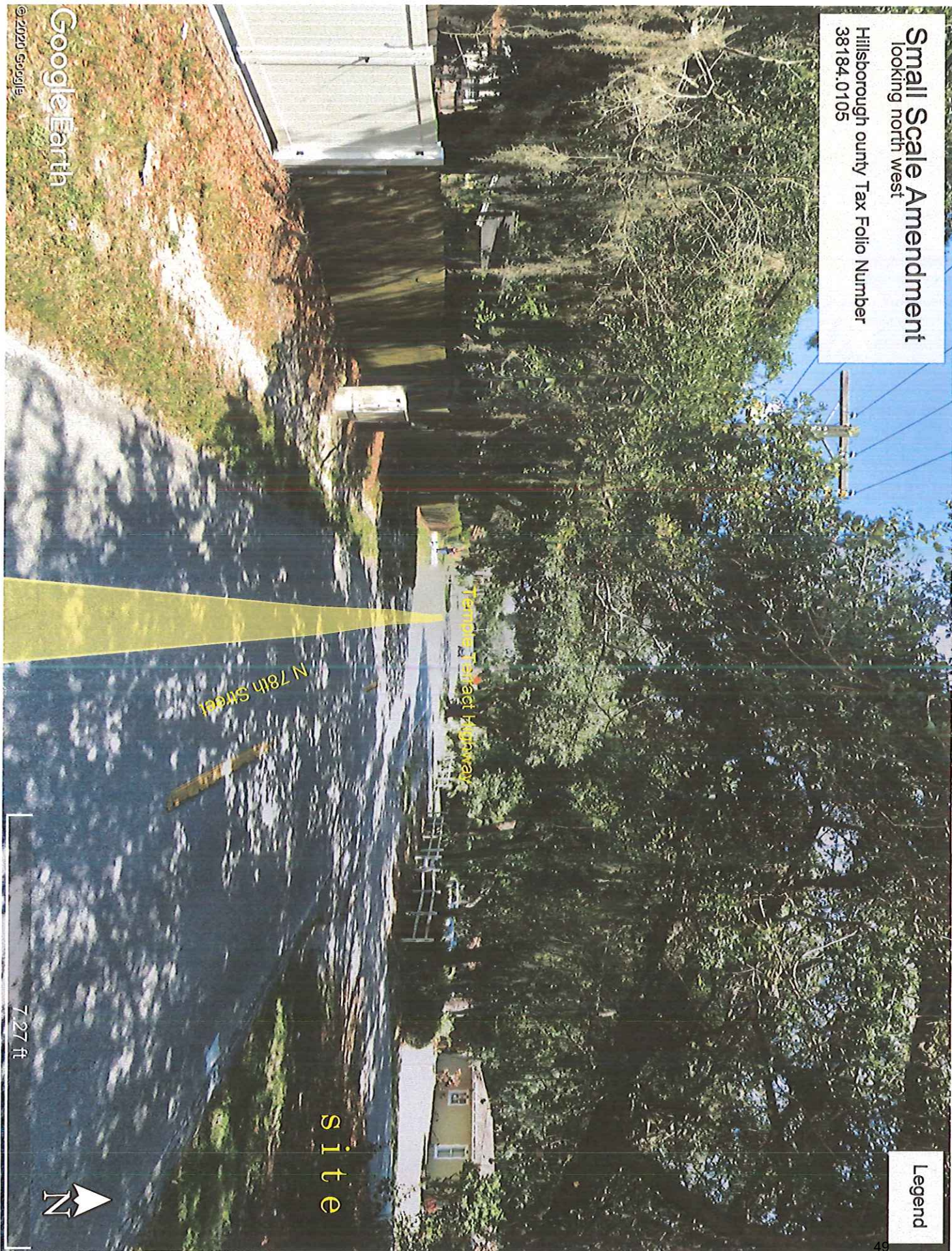
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Small Scale Amendment

looking north west

Hillsborough county Tax Folio Number
38184.0105

Legend



Small Scale Amendment
looking southwest
Hillsborough county Tax Folio Number
38184.0105

Legend

50

site

Harney Road

N 78th Street

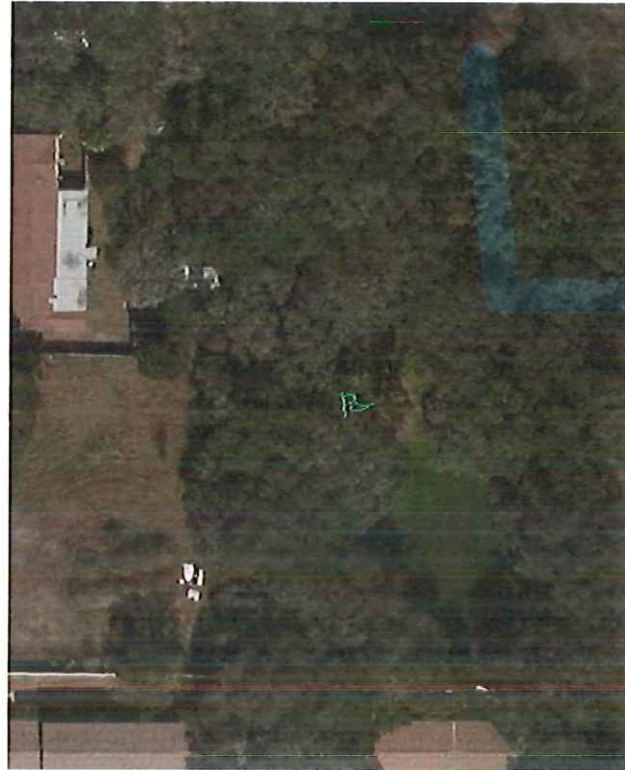
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Google Earth

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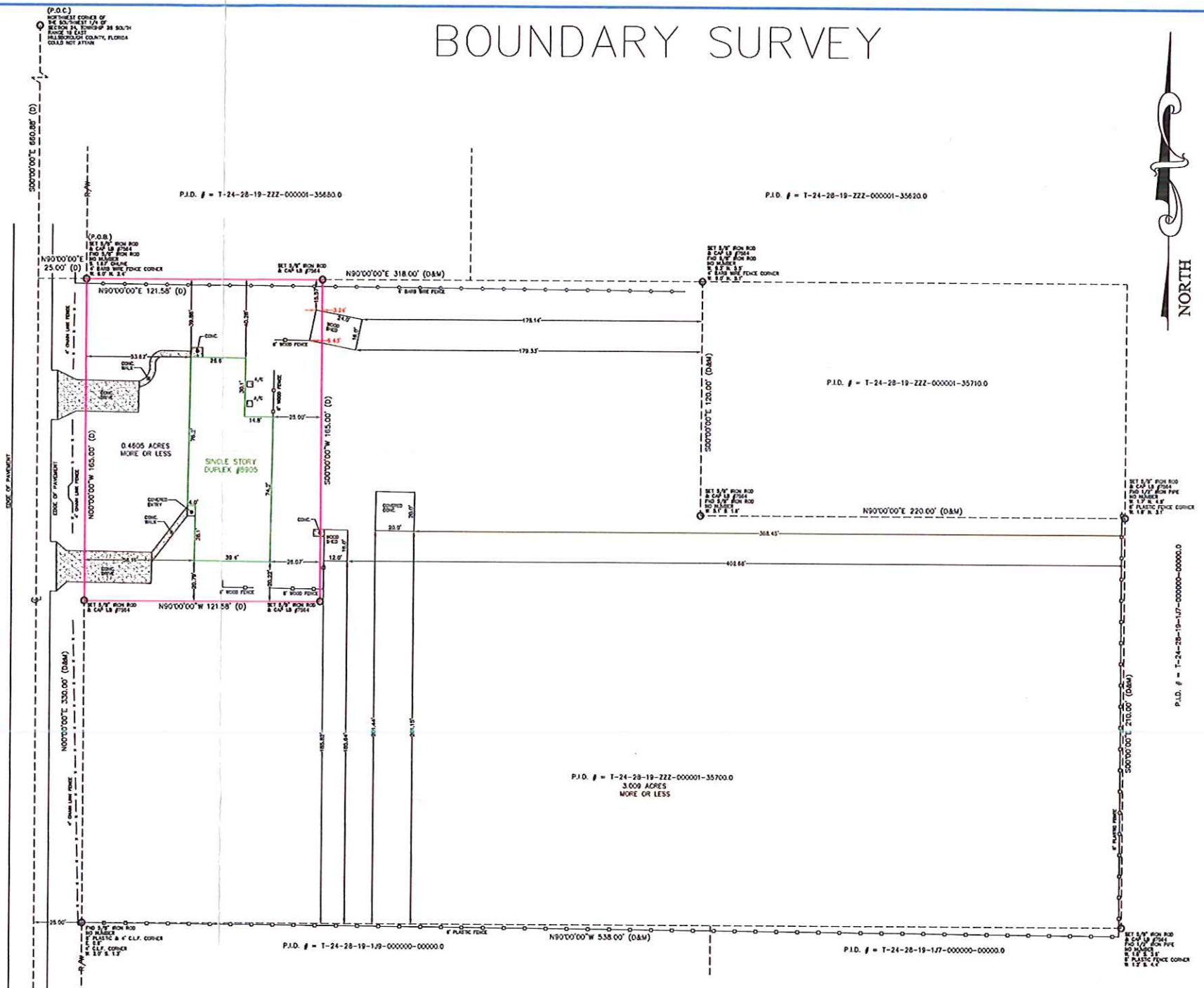


AERIAL VIEW



BOUNDARY SURVEY

NORTH 78TH STREET
50' RIGHT-OF-WAY
ASPHALT ROADWAY



PROPERTY ADDRESS: 8905 NORTH 78TH STREET- TEMPLE TERRACE, FLORIDA 33637

LEGEND

- 1. POINT OF BEGINNING
- 2. RIGHT-OF-WAY
- 3. EASEMENT
- 4. CENTERLINE
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- 98. RIGHT-OF-WAY
- 99. RIGHT-OF-WAY
- 100. RIGHT-OF-WAY

GRAPHIC SCALE: 1" = 30'

FLOOD ZONE

SURVEYOR'S NOTES

CERTIFIED TO:
KHALED ELFALLAH
(EXCLUSIVELY)

CLIENT NO.: N/A
JOB NO.: 28309
FIELD DATE: 1-30-18
APPROVED BY: AER
CHECKED BY: AER
DRAWN BY: CDR
DRAWN DATE: 04-04-18

I hereby certify that the survey of the herein described property was prepared under my direct supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors and is in accordance with Chapter 34-17.050 through 34-17.053, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

CERTIFIED BY: ALAN E. ROSS, P.E., P.S.
P.D. BOX 470978, LAKE MONROE, FL 32174
407.551.3435 (OFFICE) - 407.520.5453 (CELL) LB #7554

NOT VALID WITHOUT THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND NOTARY.

DATE **REVISION** **DATE** **REVISION**

LEGEND

- WOOD
- ASPHALT
- BRICK/PAVER/TILE
- CONCRETE

Legal Description Provided by Surveyor:

TRACT BEGINNING 660.88 FEET SOUTH AND 25.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, RUN THENCE EAST, A DISTANCE OF 318.00 FEET; RUN THENCE SOUTH, A DISTANCE OF 120.00 FEET; RUN THENCE EAST, A DISTANCE OF 220.00 FEET; RUN THENCE SOUTH, A DISTANCE OF 210.00 FEET; RUN THENCE WEST, A DISTANCE OF 538.00 FEET AND NORTH, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

TRACT BEGINNING 660.88 FEET SOUTH AND 25.00 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, RUN THENCE EAST, A DISTANCE OF 121.58 FEET; RUN THENCE SOUTH, A DISTANCE OF 165.00 FEET; RUN THENCE WEST, A DISTANCE OF 121.58 FEET AND RUN THENCE NORTH, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.



Adequate Facilities Analysis: Comprehensive Plan Amendment- Revised Comments

Date: 9/22/2025
Acreage: 3.05 (+/- acres)
Jurisdiction: Temple Terrace
Current Future Land Use: R-18 (7/13/20)
Case Number: TT CPA 20-02 (R)
Future Land Use: R-18
HCPS #: PA-225
Maximum Residential Units: 54
Address: 125 Feet South of N 78th Street and Sequoia Drive
Residential Type: Multifamily
Parcel Folio Number(s): 38184.0105

School Data	Folsom Elementary	Greco Middle	King High
FISH Capacity Total school capacity as reported to the Florida Inventory of School Houses (FISH)	698	1319	2388
2024-25 Enrollment K-12 enrollment on 2024-25 40 th day of school. This count is used to evaluate school concurrency per Interlocal Agreements with area jurisdictions	491	781	1204
Current Utilization Percentage of school capacity utilized based on 40 th day enrollment and FISH capacity	70%	59%	50%
Concurrency Reservations Existing concurrency reservations due to previously approved development. Source: CSA Tracking Sheet as of 9/22/2025	51	33	359
Students Generated Estimated number of new students expected in development based on adopted generation rates. Source: Duncan Associates, School Impact Fee Study for Hillsborough County, Florida, Dec. 2019	7	3	3
Proposed Utilization School capacity utilization based on 40 th day enrollment, existing concurrency reservations, and estimated student generation for application	79%	62%	66%

Notes: At this time, adequate capacity exists at Folsom Elementary, Greco Middle, and King High School for the proposed map amendment. Updated from the TT CPA 20-02 review completed in 3/23/2020.

This is an analysis for adequate facilities only and is NOT a determination of school concurrency. A school concurrency review will be issued PRIOR TO preliminary plat or site plan approval.

Andrea A. Stingone

Andrea A. Stingone, M.Ed.
 Department Manager, Planning & Siting
 Growth Management Department
 Hillsborough County Public Schools
 E: andrea.stingone@hcps.net
 P: 813.272.4429 C: 813.345.6684

From: [Omar Peerzada, AICP](#)
To: [Moreda, Joseph](#)
Cc: [Yeneka Mills](#); [Pauley, Greg C.](#); [Jesus Peraza Garcia](#); [Heather Sobush](#); [DeWayne Brown](#); [Daniel Rodriguez](#)
Subject: RE: CPA 20-02 / update
Date: Friday, October 24, 2025 8:21:50 AM
Attachments: [image001.png](#)

Joe,

Thank you for reaching out. The comments in my prior email are still valid so please feel free to use that. Let us know if you have questions or if we can help in any additional way.

Best,

Omar Peerzada, AICP
Senior Mobility Project Planner
Hillsborough Transit Authority (HART)
1201 East 7th Avenue
Tampa, FL 33605
Direct: (813) 384-6488
Cell:
PeerzadaO@gohart.org
<https://www.gohart.org>

From: Moreda, Joseph <jmoreda@templeterrace.gov>
Sent: Thursday, October 23, 2025 4:19 PM
To: Omar Peerzada, AICP <PeerzadaO@gohart.org>
Cc: Yeneka Mills <hemingway@plancom.org>; Pauley, Greg C. <GPauley@templeterrace.gov>; Jesus Peraza Garcia <PerazaGarciaJ@gohart.org>; Heather Sobush <SobushH@gohart.org>; DeWayne Brown <BrownD2@gohart.org>; Daniel Rodriguez <RodriguezD@gohart.org>
Subject: RE: CPA 20-02 / update

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Hello Omar.

I am preparing the CoTT staff report for a potential December hearing on this case and following up on the forwarded.

I'm in the same situation as your team in that I was not at CoTT in 2020 and don't have a record from HART other than what is in the CPA packet from Planning Commission.

If these comments (below) are still valid, then I'll provide them in the report as current based on this email.

Please let me know if that is not the case or if you have any questions. Thank you -JM

Joe Moreda AICP

City Planner

Community Development Department

11250 N. 56th Street

Temple Terrace, FL 33617

813-506-6480



From: Omar Peerzada, AICP <PeerzadaO@gohart.org>

Sent: Thursday, October 2, 2025 5:11 PM

To: Moreda, Joseph <jmoreda@templeterrace.gov>

Cc: Yeneka Mills <hemingway@plancom.org>; Pauley, Greg C. <GPauley@templeterrace.gov>; Jesus Peraza Garcia <PerazaGarciaJ@gohart.org>; Heather Sobush <SobushH@gohart.org>; DeWayne Brown <BrownD2@gohart.org>; Daniel Rodriguez <RodriguezD@gohart.org>

Subject: RE: CPA 20-02 / update

Hi Joe,

Thank you for reaching out. From what I can tell, the only references to HART were on page 23 of the document:

*"The area is served by HART bus route (Route 48) and operates on North 78th Street." **and***

"The HART Transit Development Plan identifies the need for expansion of transit service in this area."

These comments are still reflective today and based on the current stops north and south of the location, HART has no additional requests or comments at this time. Are you able to let me know if there were any previous comments from HART on this in the past? None of the HART Planning staff was here in 2020 so we are not very familiar with the project. Please let me know and thank you in advance.

Best regards,

Omar Peerzada, AICP

Senior Mobility Project Planner

Hillsborough Transit Authority (HART)

1201 East 7th Avenue

Tampa, FL 33605
Direct: (813) 384-6488
Cell:
PeerzadaO@gohart.org
<https://www.gohart.org>

From: Moreda, Joseph <jmoreda@templeterrace.gov>
Sent: Thursday, October 2, 2025 2:54 PM
To: Omar Peerzada, AICP <PeerzadaO@gohart.org>
Cc: Yeneka Mills <hemingway@plancom.org>; Pauley, Greg C. <GPauley@templeterrace.gov>
Subject: CPA 20-02 / update

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Hello Omar. The attached CPA is being resurrected after 5 years for City Council review. Can you advise if the HART comments can be updated? Thank you -J

Joe Moreda AICP

City Planner
Community Development Department
11250 N. 56th Street
Temple Terrace, FL 33617
813-506-6480



Item Cover Page

City Council Item Report

Date: December 16, 2025

From: Marisa Robinson, Community Development Deputy Director

Item Type: Ordinance

Subject: Second Public Hearing and Second Reading of Ordinance 1585
Amending the Capital Improvements Section of the City's
Comprehensive Plan

Presenter: Planning Commission, Diego Guerra

Recommendation:

Staff recommends that the City Council adopt Ordinance 1585 on second reading to update the Capital Improvements Section of the City's Comprehensive Plan.

Discussion:

The Capital Improvements Section of the City's 2040 Comprehensive Plan requires annual modification and updates. This Ordinance serves to modify the Plan by striking the previous Capital Improvement Schedule and the previous 10-Year Multimodal Transportation Improvement Schedule, and updating both schedules respectively. The Planning Commission Report is attached as Exhibit A. The previous improvement schedules (struck through) begin on page 13 of Exhibit A, and the updated improvement schedules begin on page 23.

Resolution/Ordinance Information:

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, PROVIDING FOR THE ANNUAL MODIFICATION AND UPDATE TO THE CAPITAL IMPROVEMENTS SECTION OF THE 2040 COMPREHENSIVE PLAN FOR THE CITY OF TEMPLE TERRACE, PURSUANT TO CHAPTER 163, FLORIDA STATUTES, BY MODIFYING AND UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF PROJECTS FOR FISCAL YEARS 2025-26 THROUGH 2029-30 AND INCORPORATING THE 10-YEAR LONG-TERM IMPROVEMENTS FOR THE MULTIMODAL TRANSPORTATION DISTRICT FOR 2026-2035 INTO THE SCHEDULE OF PROJECTS WHICH INCORPORATES BY REFERENCE, PER THE COMPREHENSIVE PLAN CAP POLICY 1.5.13, HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION'S (MPO) TRANSPORTATION IMPROVEMENT PROGRAM (TIP), HILLSBOROUGH AREA REGIONAL TRANSIT'S TRANSIT DEVELOPMENT PLAN (HART'S TDP) AND HILLSBOROUGH COUNTY

PUBLIC SCHOOLS FACILITIES WORK PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Ordinance

Cost:

Attachments:

1. Ordinance 1585
2. CPA-25-01 Exhibit A - PC Report with CIS Update
3. TT_CIS Transmittal Letter signed

ORDINANCE 1585

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, PROVIDING FOR THE ANNUAL MODIFICATION AND UPDATE TO THE CAPITAL IMPROVEMENTS SECTION OF THE 2040 COMPREHENSIVE PLAN FOR THE CITY OF TEMPLE TERRACE, PURSUANT TO CHAPTER 163, FLORIDA STATUTES, BY MODIFYING AND UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF PROJECTS FOR FISCAL YEARS 2025-26 THROUGH 2029-30 AND INCORPORATING THE 10-YEAR LONG-TERM IMPROVEMENTS FOR THE MULTIMODAL TRANSPORTATION DISTRICT FOR 2026-2035 INTO THE SCHEDULE OF PROJECTS WHICH INCORPORATES BY REFERENCE, PER THE COMPREHENSIVE PLAN CAP POLICY 1.5.13, HILLSBOROUGH COUNTY METROPOLITAN PLANNING ORGANIZATION'S (MPO) TRANSPORTATION IMPROVEMENT PROGRAM (TIP), HILLSBOROUGH AREA REGIONAL TRANSIT'S TRANSIT DEVELOPMENT PLAN (HART'S TDP) AND HILLSBOROUGH COUNTY PUBLIC SCHOOLS FACILITIES WORK PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Whereas, on January 19, 2016, the Imagine 2040 Temple Terrace Comprehensive Plan ("Comprehensive Plan") was approved and adopted by the City Council through Ordinance No. 1384; and

Whereas, Chapter 163, Florida Statutes, requires that the Capital Improvements Section ("CIS") Schedule of Projects, formerly known as the Capital Improvements Element ("CIE") Schedule of Projects, of the City's Comprehensive Plan be updated annually; and

Whereas, the purpose of this ordinance is to amend and update the CIS by replacing the existing Five-Year Capital Improvements Schedule of Projects with an updated Schedule of Projects for Fiscal Years 2025-26 through 2029-30 and incorporating the 10-Year Long-Term Improvements for the Multimodal Transportation District for 2026-2035 into the CIS Schedule of Projects to reflect such changes as have been adopted by the City Council in its Fiscal Year 2025-26 Capital Improvement Program and Budget; and

Whereas, Comprehensive Plan CAP Policy 1.5.13 incorporates by reference the Hillsborough County Metropolitan Planning Organization's (MPO) Transportation Improvement Program (TIP), Hillsborough Area Regional Transit's Transit Development Plan (HART'S TDP), and Hillsborough County Public Schools Facilities Work Program; and

Whereas, the Hillsborough County City-County Planning Commission found the updated Five-Year Capital Improvements Schedule for Fiscal Years 2025-26 through 2029-30 and 10-Year Long-Term Improvements for the Multimodal Transportation District for 2026-2035 consistent with CAP Objective 1.1 and such other related Policies in the CIS of the Comprehensive Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE,
THAT:**

Section 1. The above recitals are herein incorporated into this ordinance in their entirety.

Section 2. The Capital Improvements Section ("CIS") Schedule of Projects, formerly known as the Capital Improvements Element ("CIE") Schedule of Projects, of the Imagine 2040 Temple Terrace Comprehensive Plan is hereby modified and updated by deleting the existing Schedule of Projects and replacing it with a new "Five-Year Capital Improvement Schedule for Fiscal Years 2025-2026 through 2029-2030 and 10-Year Long-Term Improvements for the Multimodal Transportation District for 2025-2034, as included in the Hillsborough County City-County Planning Commission Report dated October 13, 2025, attached hereto and incorporated herein as Exhibit A.

Section 3. If any part of this ordinance is declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts hereof shall continue to be in full force and effect.

Section 4. The City Clerk is given authority to correct misspellings and scriveners' errors, and to codify this ordinance upon adoption.

Section 5. All ordinances or parts of ordinances not specifically in conflict herewith are hereby continued in full force and effect, but all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall take effect immediately upon its passage, approval, and being posted or published as required by law.

**Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 16th day of
December 2025.**

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest:

X

Lynda Sader, City Clerk

Approved As To Form & Content:

X

Ernest Mueller, City Attorney



City of Temple Terrace: FY26-FY30 Capital Improvement Section (CIS) Schedule of Projects Update

Meeting Date	October 13, 2025
Meeting Type	Regular Meeting
Staff Planner	Erica Larson, larsone@plancom.org , 813-212-0526
Application Type	Publicly Initiated
Action Necessary	Yes
Attachments	A. Resolution B. Strikethrough/Underline Proposed Schedule of Projects Table C. Staff Report

Staff Report and Recommendation

Planning Commission staff finds the proposed request *consistent* with the *Temple Terrace Comprehensive Plan*.

1. Text Amendment Summary

Planning Commission staff reviewed Temple Terrace's FY26–FY30 Capital Improvements Section (CIS) Schedule of Projects for consistency with the *Temple Terrace Comprehensive Plan* and coordination with adjacent jurisdictions. The CIS Schedule of Projects affect Levels of Service (LOS) and are updated annually in the CIS per Chapter 163, Florida Statutes. The update is accomplished by ordinance.

The review examined the CIS's consistency with the Goals, Objectives, and Policies in the Comprehensive Plan related to capital projects and public facilities. The City also includes long-range transportation projects as part of the CIS Schedule. The CIS does not include Basin Management Action Plan (BMAP) projects. BMAP is a framework for water quality restoration that includes a comprehensive set of solutions to achieve the pollutant reductions established by a Total Maximum Daily Load (TMDL) as defined by the Florida Department of Environmental Protection. Per Temple Terrace staff, there are no active BMAP projects meeting new statutory requirement Chapter 163.3177(3)(A)4b.

Planning Commission staff finds the FY26-FY30 CIS Schedule of Projects consistent with the *Temple Terrace Comprehensive Plan*.

2. Applicable Comprehensive Plan Policies and Criteria

Capital Improvements Section

CAP Objective 1.1: To establish and employ an annual process of updating the Capital Improvements Section in order to guide construction of public facilities that eliminate existing deficiencies, repair or replace obsolete or worn-out facilities and accommodate future growth while maintaining adopted Levels of Service standards.

CAP Policy 1.1.6: Develop a 5-year Capital Improvements Program (CIP) as part of the City's annual budget adoption process.

CAP Policy 1.1.8: Adhere to the following ordered priorities for the inclusion and timing of capital improvement projects within the CIP, and thus for timing within the Capital Improvements Section:

- a) Projects that repair, remodel, renovate or replace obsolete or worn-out facilities that contribute to maintaining the City's adopted LOS standards,
- b) Projects that repair, remodel, renovate or replace obsolete or worn-out facilities that contribute to maintaining the City's other public infrastructure,
- c) Projects that reduce or eliminate LOS deficiencies for existing demand,
- d) Projects that provide the adopted LOS for new growth during the next five or fifteen fiscal years, as updated by the annual review of the Capital Improvements Section,
- e) Projects that significantly reduce the operating cost of providing a service or facility,
- f) Projects that provide new capacity for general government functions, and
- g) Projects that exceed adopted LOS standards by either providing excess public facility capacity that may be needed by future growth, or providing higher quality public facilities than those contemplated in the City's normal design criteria.

CAP Policy 1.1.9: Designate each capital improvements project in the CIP, the MMTD and the Capital Improvements Section as to whether the project represents repair and maintenance of existing capacity, new capacity to correct a deficiency or new capacity to satisfy new growth, and indicate within the CIP and the MMTD whether the project constitutes a Capital Improvements Section project.

CAP Objective 1.5: To verify priorities of the comprehensive plan by clearly demonstrating the ability to provide, or require provision, of all projects identified in the Schedule of Capital Improvement Projects.

CAP Policy 1.5.1: Provide, or arrange for others to provide, the public facilities listed in the appendices of the Schedule of Capital Improvements.

CAP Policy 1.5.5: Because potable water, waste water, solid waste, stormwater management and schools have dedicated revenue sources, the City should avoid using its general fund revenues and general obligation bonds to finance capital infrastructure projects for them.

CAP Policy 1.5.10: Ensure that all projects in the first three years of the City's CIP and Capital Improvements Section are funded with committed revenue sources. These may include ad valorem taxes, approved bonds, state and federal funds, impact fees, gas taxes, user charges, enforceable developer agreements and other tax revenues.

CAP Policy 1.5.11: Document committed and planned funding sources for years four and beyond of the City's Capital Improvements Program and Capital Improvements Section. Planned sources may include proposed bonds, grants (not yet secured), or other potential sources that require a referendum or are not yet secured.

CAP Policy 1.5.13: The Hillsborough County Metropolitan Planning Organization's (MPO) Transportation Improvement Program (TIP), Hillsborough Area Regional Transit's (HART's) Transit Development Plan (TDP) and Hillsborough County Public Schools Facilities Work Program are incorporated by reference into the Capital Improvements Section of the Comprehensive Plan.

Environmental Section

ENV Objective 3.1: Engage in and promote practices that result in energy conservation and efficiency.

ENV Policy 3.1.3: Study the potential for incorporating alternative energy sources at City-owned facilities and will continue to pursue energy-saving options for exterior lighting of City buildings and facilities.

Recreation and Open Space Section

RO Goal 1: Provide adequate and appropriately located recreational facilities and open spaces to all residents concurrent with demand to preserve and enhance the "vision" and character of Temple Terrace.

RO Objective 1.1: Continue to acquire and maintain parkland and open space to meet or exceed the adopted level of service standard of the Comprehensive Plan.

RO Policy 1.2.1: Maintain current inventory of public recreational lands.

RO Goal 3: Provide and maintain diverse parks, recreation facilities, and activities of high quality for all residents.

RO Objective 3.1: Optimize the usefulness of all existing and future recreation sites and facilities to assure efficient and effective service delivery to the greatest extent possible while also ensuring equitable and geographical distribution of recreation facilities and services to meet all residents' needs.

RO Objective 3.2: Continue to strive to provide accessible existing and future recreation sites through park renovations, when feasible, and adequate planning for new sites.

RO Policy 3.2.4: Consider including bicycle lanes on all roads in future roadway plans.

Mobility Section

MBY Goal 1: Provide a safe, efficient, environmentally sensitive, and integrated multimodal transportation system for the movement of people and goods in the City of Temple Terrace.

MBY Policy 1.3.4: Consider the use of traffic calming methods such as speed restrictions, traffic control devices, cul-de-sacs (restricting vehicular, but allowing bicycle and pedestrian movements), speed humps, or any combination so designed to provide a safe transportation network in residential neighborhoods.

MBY Objective 1.6: Proactively monitor the maintenance needs of transportation infrastructure to ensure safe operating conditions and to avoid costly reconstruction or replacement.

MBY Policy 1.6.1: Maintain existing transportation infrastructure under City jurisdiction to ensure safe operating conditions and to avoid costly reconstruction or replacement.

MBY Objective 2.1: Where feasible, integrate Complete Streets infrastructure and design features into street design and construction to create safe and inviting environments for all users to walk, bicycle, and use public transportation.

MBY Policy 2.1.1: In planning, designing, and constructing Complete Streets:

- Include infrastructure that promotes a safe means of travel for all users along the right of way, such as sidewalks, shared use paths, bicycle lanes, and paved shoulders.
- Include infrastructure that facilitates safe crossing of the right of way, such as accessible curb ramps, crosswalks, refuge islands, and pedestrian signals; such infrastructure must meet the needs of people with different types of disabilities and people of different ages.
- Ensure that sidewalks, crosswalks, public transportation stops and facilities, and other aspects of the transportation right of way are compliant with the Americans with Disabilities Act and meet the needs of people with different types of disabilities, including mobility impairments, vision impairments, hearing impairments, and others.
- Consider street design features and techniques, such as traffic calming circles, additional traffic calming mechanisms, narrow vehicle lanes, raised medians, dedicated transit lanes, transit priority signalization, transit bulb outs, road diets, high street connectivity, and physical buffers and separations between vehicular traffic and other users to promote safe and comfortable travel by pedestrians, bicyclists, and public transportation riders.
- Ensure use of additional features that improve the comfort and safety of users:
 - Provide pedestrian-oriented signs, pedestrian-scale lighting, benches and other street furniture, bicycle parking facilities, and comfortable and attractive public transportation stops and facilities.
 - Encourage street trees, landscaping, and planting strips, including native plants where possible, in order to buffer traffic noise and protect and shade pedestrians and bicyclists.

Potable Water and Waste Water Section

PW/WW Objective 1.1: To achieve and maintain potable water and waste water facilities that meets or exceeds adopted levels of service for current development and for future development.

PW/WW Policy 1.1.6: Prepare an annual Capital Improvements Program to address all existing deficiencies and future needs of potable water and wastewater systems on a comprehensive basis.

PW/WW Objective 1.2: Manage growth so as to utilize existing potable water and waste water facilities efficiently.

PW/WW Policy 1.2.1: Require all new development and substantial redevelopment to be served by the City's centralized potable water distribution and wastewater collection systems.

Solid Waste Section

SW Objective 1.1: To achieve and maintain a solid waste collection system that meets or exceeds adopted levels of service for current development and for future development.

SW Policy 1.1.2: Prepare an annual Level of Service report to assess the extent of current and projected capacities and/or deficiencies within the solid waste collection system.

Stormwater Management Section

SM Objective 1.1: To achieve and maintain a drainage and stormwater treatment system that meets or exceeds adopted levels of service for current development and for future development.

SM Policy 1.1.2: Prioritize infrastructure programming based on existing facility deficiencies first, replacement and retrofitting of facilities second, and future facility needs third.

SM Policy 1.1.6: Continue inspection, maintenance, renovation, and replacement programs which will ensure the continued optimal operation of all existing stormwater facilities.

SM Policy 1.1.7: Continue to remove sediments from retention/detention ponds, and remove silt and vegetation from ditches and storm sewers to ensure the design capacity of existing facilities is maintained.

3. Recommendation

Find the FY26-FY30 Capital Improvement Section (CIS) Schedule of Projects Update, *consistent* with the *Temple Terrace Comprehensive Plan* and forward this recommendation to Temple Terrace City Council.

Attachment A: Resolution



**Hillsborough County
City-County
Planning Commission**

Resolution: City of Temple Terrace FY26-FY30 Capital Improvement Section (CIS) Schedule of Projects Update

October 13, 2025

WHEREAS, the Hillsborough County City-County Planning Commission developed a Comprehensive Plan for the City of Temple Terrace, pursuant to the provisions of Chapter 163, Florida Statutes, which was originally adopted by Temple Terrace City Council on January 19, 2016, as amended; and

WHEREAS, in accordance with Chapter 97-351, Laws of Florida, the Hillsborough County City-County Planning Commission is required to conduct an annual review of the City of Temple Terrace Capital Improvement Section (CIS) Schedule of Projects for consistency with the City's Comprehensive Plan, and submit to the Temple Terrace City Council its report and recommendations; and

WHEREAS, the Hillsborough County City-County Planning Commission reviewed the City's Recommended FY26-FY30 CIS Schedule of Projects, considered the existing and future development patterns and community facilities, as well as the adopted Goals, Objectives, and Policies of the *City of Temple Terrace Comprehensive Plan* as follows:

Capital Improvements Section

CAP Objective 1.1: *To establish and employ an annual process of updating the Capital Improvements Section in order to guide construction of public facilities that eliminate existing deficiencies, repair or replace obsolete or worn-out facilities and accommodate future growth while maintaining adopted Levels of Service standards.*

CAP Policy 1.1.6: *Develop a 5-year Capital Improvements Program (CIP) as part of the City's annual budget adoption process.*

CAP Policy 1.1.8: *Adhere to the following ordered priorities for the inclusion and timing of capital improvement projects within the CIP, and thus for timing within the Capital Improvements Section:*

- a) *Projects that repair, remodel, renovate or replace obsolete or worn-out facilities that contribute to maintaining the City's adopted LOS standards,*
- b) *Projects that repair, remodel, renovate or replace obsolete or worn-out facilities that contribute to maintaining the City's other public infrastructure,*
- c) *Projects that reduce or eliminate LOS deficiencies for existing demand,*
- d) *Projects that provide the adopted LOS for new growth during the next five or fifteen fiscal years, as updated by the annual review of the Capital Improvements Section,*
- e) *Projects that significantly reduce the operating cost of providing a service or facility,*
- f) *Projects that provide new capacity for general government functions, and*

- g) Projects that exceed adopted LOS standards by either providing excess public facility capacity that may be needed by future growth, or providing higher quality public facilities than those contemplated in the City's normal design criteria.

CAP Policy 1.1.9: *Designate each capital improvements project in the CIP, the MMTD and the Capital Improvements Section as to whether the project represents repair and maintenance of existing capacity, new capacity to correct a deficiency or new capacity to satisfy new growth, and indicate within the CIP and the MMTD whether the project constitutes a Capital Improvements Section project.*

CAP Objective 1.5: *To verify priorities of the comprehensive plan by clearly demonstrating the ability to provide, or require provision, of all projects identified in the Schedule of Capital Improvement Projects.*

CAP Policy 1.5.1: *Provide, or arrange for others to provide, the public facilities listed in the appendices of the Schedule of Capital Improvements.*

CAP Policy 1.5.5: *Because potable water, waste water, solid waste, stormwater management and schools have dedicated revenue sources, the City should avoid using its general fund revenues and general obligation bonds to finance capital infrastructure projects for them.*

CAP Policy 1.5.10: *Ensure that all projects in the first three years of the City's CIP and Capital Improvements Section are funded with committed revenue sources. These may include ad valorem taxes, approved bonds, state and federal funds, impact fees, gas taxes, user charges, enforceable developer agreements and other tax revenues.*

CAP Policy 1.5.11: *Document committed and planned funding sources for years four and beyond of the City's Capital Improvements Program and Capital Improvements Section. Planned sources may include proposed bonds, grants (not yet secured), or other potential sources that require a referendum or are not yet secured.*

CAP Policy 1.5.13: *The Hillsborough County Metropolitan Planning Organization's (MPO) Transportation Improvement Program (TIP), Hillsborough Area Regional Transit's (HART's) Transit Development Plan (TDP) and Hillsborough County Public Schools Facilities Work Program are incorporated by reference into the Capital Improvements Section of the Comprehensive Plan.*

Environmental Section

ENV Objective 3.1: *Engage in and promote practices that result in energy conservation and efficiency.*

ENV Policy 3.1.3: *Study the potential for incorporating alternative energy sources at City-owned facilities and will continue to pursue energy-saving options for exterior lighting of City buildings and facilities.*

Recreation and Open Space Section

RO Goal 1: *Provide adequate and appropriately located recreational facilities and open spaces*

to all residents concurrent with demand to preserve and enhance the "vision" and character of Temple Terrace.

RO Objective 1.1: *Continue to acquire and maintain parkland and open space to meet or exceed the adopted level of service standard of the Comprehensive Plan.*

RO Policy 1.2.1: *Maintain current inventory of public recreational lands.*

RO Goal 3: *Provide and maintain diverse parks, recreation facilities, and activities of high quality for all residents.*

RO Objective 3.1: *Optimize the usefulness of all existing and future recreation sites and facilities to assure efficient and effective service delivery to the greatest extent possible while also ensuring equitable and geographical distribution of recreation facilities and services to meet all residents' needs.*

RO Objective 3.2: *Continue to strive to provide accessible existing and future recreation sites through park renovations, when feasible, and adequate planning for new sites.*

RO Policy 3.2.4: *Consider including bicycle lanes on all roads in future roadway plans.*

Mobility Section

MBY Goal 1: *Provide a safe, efficient, environmentally sensitive, and integrated multimodal transportation system for the movement of people and goods in the City of Temple Terrace.*

MBY Policy 1.3.4: *Consider the use of traffic calming methods such as speed restrictions, traffic control devices, cul-de-sacs (restricting vehicular, but allowing bicycle and pedestrian movements), speed humps, or any combination so designed to provide a safe transportation network in residential neighborhoods.*

MBY Objective 1.6: *Proactively monitor the maintenance needs of transportation infrastructure to ensure safe operating conditions and to avoid costly reconstruction or replacement.*

MBY Policy 1.6.1: *Maintain existing transportation infrastructure under City jurisdiction to ensure safe operating conditions and to avoid costly reconstruction or replacement.*

MBY Objective 2.1: *Where feasible, integrate Complete Streets infrastructure and design features into street design and construction to create safe and inviting environments for all users to walk, bicycle, and use public transportation.*

MBY Policy 2.1.1: *In planning, designing, and constructing Complete Streets:*

- *Include infrastructure that promotes a safe means of travel for all users along the right of way, such as sidewalks, shared use paths, bicycle lanes, and paved shoulders.*
- *Include infrastructure that facilitates safe crossing of the right of way, such as accessible curb ramps, crosswalks, refuge islands, and pedestrian signals; such infrastructure must meet the needs of people with different types of disabilities and people of different ages.*

- *Ensure that sidewalks, crosswalks, public transportation stops and facilities, and other aspects of the transportation right of way are compliant with the Americans with Disabilities Act and meet the needs of people with different types of disabilities, including mobility impairments, vision impairments, hearing impairments, and others.*
- *Consider street design features and techniques, such as traffic calming circles, additional traffic calming mechanisms, narrow vehicle lanes, raised medians, dedicated transit lanes, transit priority signalization, transit bulb outs, road diets, high street connectivity, and physical buffers and separations between vehicular traffic and other users to promote safe and comfortable travel by pedestrians, bicyclists, and public transportation riders.*
- *Ensure use of additional features that improve the comfort and safety of users:*
 - *Provide pedestrian-oriented signs, pedestrian-scale lighting, benches and other street furniture, bicycle parking facilities, and comfortable and attractive public transportation stops and facilities.*
 - *Encourage street trees, landscaping, and planting strips, including native plants where possible, in order to buffer traffic noise and protect and shade pedestrians and bicyclists.*

Potable Water and Waste Water Section

PW/WW Objective 1.1: *To achieve and maintain potable water and waste water facilities that meets or exceeds adopted levels of service for current development and for future development.*

PW/WW Policy 1.1.6: *Prepare an annual Capital Improvements Program to address all existing deficiencies and future needs of potable water and wastewater systems on a comprehensive basis.*

PW/WW Objective 1.2: *Manage growth so as to utilize existing potable water and waste water facilities efficiently.*

PW/WW Policy 1.2.1: *Require all new development and substantial redevelopment to be served by the City's centralized potable water distribution and wastewater collection systems.*

Solid Waste Section

SW Objective 1.1: *To achieve and maintain a solid waste collection system that meets or exceeds adopted levels of service for current development and for future development.*

SW Policy 1.1.2: *Prepare an annual Level of Service report to assess the extent of current and projected capacities and/or deficiencies within the solid waste collection system.*

Stormwater Management Section

SM Objective 1.1: *To achieve and maintain a drainage and stormwater treatment system that meets or exceeds adopted levels of service for current development and for future development.*

SM Policy 1.1.2: *Prioritize infrastructure programming based on existing facility deficiencies first, replacement and retrofitting of facilities second, and future facility needs third.*

SM Policy 1.1.6: *Continue inspection, maintenance, renovation, and replacement programs which will ensure the continued optimal operation of all existing stormwater facilities.*

SM Policy 1.1.7: *Continue to remove sediments from retention/detention ponds, and remove silt and vegetation from ditches and storm sewers to ensure the design capacity of existing facilities is maintained.*

WHEREAS, the City's Recommended FY26-FY30 CIS is coordinated with the adopted Comprehensive Plans for Unincorporated Hillsborough County, Tampa, and Plant City.

NOW, THEREFORE, BE IT RESOLVED, that the Hillsborough County City-County Planning Commission finds the City's Recommended FY26-FY30 CIS Schedule of Projects Update **CONSISTENT** with the Goals, Objectives, and Policies of the *City of Temple Terrace Comprehensive Plan* and forwards it to the Temple Terrace City Council for approval.

The above resolution for the City of Temple Terrace FY26-FY30 Capital Improvement Program (CIS) Schedule of Projects Update was adopted by the Planning Commission on October 13, 2025.

By motion of Commissioner Commissioner Linkous, AICP
Seconded by Commissioner Commissioner Louk

Commissioner Bowden	Aye
Commissioner Cardenas	Aye
Commissioner Cona	Aye
Commissioner Jemison	Aye
Commissioner Joseph, Ph.D., Chair	Aye
Commissioner Kress, AICP	Absent
Commissioner Kugler	Aye
Commissioner Linkous, Ph.D., AICP	Aye
Commissioner Louk, Vice Chair	Aye
Commissioner Sieben, Member-at-Large	Absent

DocuSigned by:

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Commissioner Joseph, Ph.D., **Chair**

DocuSigned by:

944A2D6F0DB0485...
Melissa Zornitta, FAICP
Executive Director

Attachment B: Strikethrough/Underline Proposed Schedule of Projects Tables

CITY OF TEMPLE TERRACE
FIVE-YEAR CAPITAL IMPROVEMENT SECTION (CIS) SCHEDULE OF PROJECTS
FY 2025 THROUGH FY 2029

Sanitation

Division/Description	Account #	CIE	Cost of Five-Year Program	NEW-BUDGET FY 24-25 REQUEST	NEW-BUDGET FY 25-26	NEW-BUDGET FY 26-27	NEW-BUDGET FY 27-28	NEW-BUDGET FY 28-29
Commerical-Front-Load-Truck-2	480-2031-534.64-12	G/D	\$400,000	\$400,000	\$0	\$0	\$0	\$0
Commerical-Front-Load-Truck-19	480-2031-534.64-12	R	\$400,000	\$0	\$0	\$400,000	\$0	\$0
Commerical-Front-Load-Truck-17	480-2031-534.64-12	R	\$450,000	\$0	\$0	\$0	\$450,000	\$0
F-150-Truck-(New-Fleet-Vehicle)-28	480-2031-534.64-12	R	\$65,000	\$65,000	\$0	\$0	\$0	\$0
Commerical-Delivery-Truck-16	480-2031-534.64-12	R	\$200,000	\$0	\$0	\$0	\$200,000	\$0
Commerical-Roll-Off-Truck-7	480-2031-534.64-12	G/R	\$300,000	\$300,000	\$0	\$0	\$0	\$0
Commerical-Roll-Off-Truck-11	480-2031-534.64-12	R	\$325,000	\$0	\$0	\$0	\$325,000	\$0
Commerical-Roll-Off-Truck-24	480-2031-534.64-12	R	\$350,000	\$0	\$0	\$0	\$0	\$350,000
Residential-Rearload-Sanitation-Truck-9	480-2041-534.64-12	R	\$375,000	\$0	\$375,000	\$0	\$0	\$0
Residential-Rearload-Sanitation-Truck-18	480-2041-534.64-12	R	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Bulk-Garbage-Truck-12	480-2041-534.64-12	R	\$275,000	\$0	\$0	\$275,000	\$0	\$0
Bulk-Garbage-Truck-10	480-2041-534.64-12	R	\$300,000	\$0	\$0	\$0	\$0	\$300,000
Water and Sewer Utility			\$3,840,000	\$765,000	\$375,000	\$675,000	\$975,000	\$1,050,000

Parks and Rec

Re-sanding-for-Pool-Deck-Pavers	001-1830-572.63-27	D	\$6,000	\$0	\$0	\$6,000	\$0	\$0
15-horsepower-pool-pump-motors-&-housing-(2)	001-1830-572.64-99	R	\$15,000	\$0	\$15,000	\$0	\$0	\$0
Diving-Boards-(2)	001-1830-572.64-99	R	\$15,000	\$0	\$0	\$0	\$15,000	\$0
Floor-Burnisher-Machine	001-1881-572.64-99	R	\$5,500	\$0	\$5,500	\$0	\$0	\$0
FRC-Carpet-Replacement--CS-Area-&-Offices	001-1881-572.62-41	R	\$6,000	\$0	\$6,000	\$0	\$0	\$0
Storage-Shed-for-Special-Event-Supplies	001-1881-572.63-27	D	\$7,500	\$0	\$7,500	\$0	\$0	\$0
FRC-Youth-Programs-15-Passenger-MicroBird-Bus	001-1881-572.64-11	R	\$75,000	\$0	\$0	\$0	\$0	\$75,000
Treadmills	001-1884-572.64-99	R	\$30,000	\$0	\$30,000	\$0	\$0	\$0
Ellipticals	001-1884-572.64-99	R	\$25,000	\$0	\$0	\$25,000	\$0	\$0
Leg-Press	001-1884-572.64-99	R	\$5,500	\$0	\$0	\$5,500	\$0	\$0
Fitness-Center-Rubberized-Flooring	001-1884-572.62-41	R	\$35,000	\$0	\$0	\$0	\$35,000	\$0
Dumbbell-Weights	001-1884-572.64-99	R	\$8,000	\$0	\$0	\$0	\$0	\$8,000
#5-Uneven-Bars	001-1886-572.64-99	R	\$10,000	\$0	\$0	\$10,000	\$0	\$0
Crank-Beam	001-1886-572.64-99	R	\$7,000	\$0	\$7,000	\$0	\$0	\$0
Parallel-Bars	001-1886-572.64-99	D	\$10,000	\$0	\$10,000	\$0	\$0	\$0
Vault-Table	001-1886-572.64-99	R	\$10,000	\$0	\$0	\$0	\$10,000	\$0
Clay-Tennis-Court-Relining-&-Resurfacing-(4,5,6)	001-1887-572.63-27	R	\$25,000	\$0	\$0	\$25,000	\$0	\$0
Clay-Tennis-Court-Relining-&-Resurfacing-(1,2,3)	001-1887-572.63-27	R	\$25,000	\$0	\$0	\$0	\$0	\$25,000
Athletic-Facilities-Turf-Mower	001-1896-572.64-99	R	\$14,000	\$0	\$0	\$0	\$14,000	\$0
Playground-Boards	001-1896-572.63-27	R	\$9,000	\$0	\$9,000	\$0	\$0	\$0
#4.1-Big-Slide-Exterior-Painting	001-1830-572.63-27	R	\$10,000	\$10,000	\$0	\$0	\$0	\$0
#5-Uneven-Bars	001-1886-572.64-99	R	\$10,000	\$10,000	\$0	\$0	\$0	\$0
Jungle-Gym-Fitness-Station	001-1884-572.64-99	R	\$23,000	\$23,000	\$0	\$0	\$0	\$0
Riverside-Park-Construction-UFB	001-1896-572.63-27	R	\$2,000,000	\$2,000,000	\$0	\$0	\$0	\$0
Riverside-Park-Construction-Raulerson-Ranch-Reserve	001-1896-572.63-27	R	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0
Riverside-Park-Construction-TIF	170-1896-572.63-27	R	\$400,000	\$400,000	\$0	\$0	\$0	\$0
Main-Pool-Shade-Sails-for-Deck-Area	160-1830-572.63-27	D	\$30,000	\$0	\$30,000	\$0	\$0	\$0
Main-Pool-Filter-Pit-Repair	160-1830-572.63-27	R	\$30,000	\$30,000	\$0	\$0	\$0	\$0
Lightfoot-Center-Flooring-Replacement	160-1861-572.62-41	R	\$60,000	\$60,000	\$0	\$0	\$0	\$0
Lightfoot-Building-addition--Close-in-back-porch	160-1861-572.62-41	D	\$50,000	\$0	\$50,000	\$0	\$0	\$0
Parking-lot-seal-coating-and-restripping--FRC	160-1881-572.63-27	R	\$20,000	\$0	\$0	\$20,000	\$0	\$0
FRC-Gymnasium-Floor-Resurfacing	160-1881-572.62-41	R	\$30,000	\$0	\$0	\$30,000	\$0	\$0
AC-Outside-Unit-Gymnastics	160-1881-572.62-41	R	\$55,000	\$0	\$55,000	\$0	\$0	\$0
FRC-Automatic-Back-Gate	160-1881-572.63-27	D	\$10,000	\$10,000	\$0	\$0	\$0	\$0

#7 FRC-Turf Field	160-1881-572.63-27	D	\$48,000	\$0	\$48,000	\$0	\$0	\$0
FRC Tennis-Building Roof Replacement	160-1887-572.62-41	R	\$13,000	\$13,000	\$0	\$0	\$0	\$0
FRC Tennis-Building Refresh	160-1887-572.62-41	R	\$30,000	\$30,000	\$0	\$0	\$0	\$0
FRC Tennis Shade Canopies	160-1887-572.63-27	D	\$40,000	\$0	\$0	\$40,000	\$0	\$0
Whiteway-Racquet Sports Complex (Des&Constr)	160-1887-572.63-27	R	\$150,000	\$0	\$0	\$150,000	\$0	\$0
Sinkhole Fence	160-1896-572.63-27	R	\$31,000	\$31,000	\$0	\$0	\$0	\$0
Parks/Park Improvements—Riverhills Park Fall Zone	160-1896-572.63-27	R	\$25,000	\$25,000	\$0	\$0	\$0	\$0
Overlook Playground Improvements	160-1896-572.63-27	R	\$85,000	\$85,000	\$0	\$0	\$0	\$0
Concession Roof at Ridgedale Ballfields	160-1896-572.62-41	R	\$30,000	\$30,000	\$0	\$0	\$0	\$0
Woodmont Park Lighting	160-1896-572.63-27	D	\$13,000	\$13,000	\$0	\$0	\$0	\$0
Athletics/Parks Facilities Tractor	160-1896-572.64-99	R	\$75,000	\$0	\$75,000	\$0	\$0	\$0
LED Light Conversion for all Ballfields	160-1896-572.63-27	R	\$200,000	\$0	\$0	\$0	\$200,000	\$0
Ridgedale Complex Bathroom Replacement	160-1896-572.62-41	R	\$150,000	\$0	\$0	\$150,000	\$0	\$0
PARKS & RECREATION TO			\$4,961,500	\$3,770,000	\$348,000	\$461,500	\$274,000	\$108,000

Transportation

Sidewalk ADA Compliance	130-1723-541.63-13	D	\$100,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Sidewalks, Ramps, Curbs—Design & Permitting	130-1723-541.63-13	G/D	\$200,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Sidewalks, Ramps, Curbs—Construction	130-1723-541.63-13	G/D	\$1,450,000	\$250,000	\$300,000	\$300,000	\$300,000	\$300,000
Fern Cliff Ave Sidewalk Phase 2—Construction	130-1723-541.63-13	G	\$125,000	\$0	\$125,000	\$0	\$0	\$0
S Riverhills Wooden Bridge Repair	130-1723-541.63-13	D	\$100,000	\$100,000	\$0	\$0	\$0	\$0
Telecom Dr Sidewalk Extension—Construction	130-1723-541.63-13	G	\$50,000	\$50,000	\$0	\$0	\$0	\$0
S Burlingame Ave Sidewalk Repair	130-1723-541.63-13	D	\$50,000	\$0	\$50,000	\$0	\$0	\$0
Seout Park Sidewalk Extension—Construction	130-1723-541.63-13	D	\$50,000	\$0	\$0	\$50,000	\$0	\$0
West River Dr and Vanderbaker Rd—Design	130-1723-541.63-13	G	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Woodstork Rd Sidewalk Extension—Design	130-1723-541.63-13	G	\$100,000	\$0	\$0	\$100,000	\$0	\$0
Woodstork Rd Sidewalk Extension—Construction	130-1723-541.63-13	G	\$500,000	\$0	\$0	\$0	\$500,000	\$0
Street Resurfacing Projects	130-1724-541.63-11	D	\$5,500,000	\$1,500,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Street Signage Upgrades and Replacement	130-1724-541.63-11	R	\$250,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Pavement Markings	130-1724-541.63-11	D	\$250,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Ridgedale Road Complete Street Design	130-1724-541.63-11	G	\$150,000	\$0	\$0	\$0	\$150,000	\$0
Ridgedale Road Complete Street Construction	130-1724-541.63-11	G	\$500,000	\$0	\$0	\$0	\$0	\$500,000
Sunnyside Road Complete Street Design	130-1724-541.63-11	G	\$150,000	\$150,000	\$0	\$0	\$0	\$0
Sunnyside Road Complete Street Construction	130-1724-541.63-11	G	\$1,000,000	\$0	\$500,000	\$500,000	\$0	\$0
Miscellaneous Bicycle Projects	130-1724-541.63-14	G	\$220,000	\$35,000	\$40,000	\$45,000	\$50,000	\$50,000
Total			\$10,945,000	\$2,245,000	\$2,175,000	\$2,155,000	\$2,160,000	\$2,210,000

Stormwater

Bregar Dr/Bannockburn Ave Stormwater Project—Construct	130-1721-541.63-17	R	\$175,000	\$175,000	\$0	\$0	\$0	\$0
Maybole Pl/Riverhills Dr Stormwater Project—Construction	130-1721-541.63-17	R	\$450,000	\$450,000	\$0	\$0	\$0	\$0
E-127th Ave Stormwater Project—Construction (ARPA)	130-1721-541.63-17	R	\$200,000	\$200,000	\$0	\$0	\$0	\$0
Submersible Pump Replacements	130-1721-541.63-17	R	\$140,000	\$25,000	\$25,000	\$30,000	\$30,000	\$30,000
Storm Water Retention Pond Maintenance	130-1721-541.63-17	R	\$750,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Flooding Bypass Pump	130-1721-541.63-17	G	\$75,000	\$0	\$75,000	\$0	\$0	\$0
Telecom Complex Ditch Maintenance	130-1721-541.63-17	D	\$100,000	\$0	\$0	\$100,000	\$0	\$0
Gascon Pl Pipe Replacement	130-1721-541.63-17	R	\$200,000	\$0	\$0	\$0	\$200,000	\$0
Pleasant Terrace Stormwater—Design	130-1721-541.63-17	D	\$450,000	\$0	\$0	\$150,000	\$150,000	\$150,000
Pleasant Terrace Stormwater—Construction	130-1721-541.63-17	D	\$2,000,000	\$0	\$0	\$0	\$1,000,000	\$1,000,000
Brentwood Dr and S Riverhills Dr—Design	130-1721-541.63-17	D	\$75,000	\$75,000	\$0	\$0	\$0	\$0
Brentwood Dr and S Riverhills Dr—Construction	130-1721-541.63-17	D	\$750,000	\$0	\$750,000	\$0	\$0	\$0
CDS Unit at River Hills Pond—Design	130-1721-541.63-17	G	\$50,000	\$0	\$0	\$50,000	\$0	\$0
CDS Unit at River Hills Pond—Construction	130-1721-541.63-17	G	\$500,000	\$0	\$0	\$0	\$500,000	\$0
CDS Glen Arven—Screen Repair	130-1721-541.63-17	D	\$50,000	\$0	\$50,000	\$0	\$0	\$0
Street Sweeper	130-1721-541.64-99	G/D	\$400,000	\$0	\$400,000	\$0	\$0	\$0
Special Bulk Pickup Truck 27	130-1721-541.64-12	R	\$325,000	\$325,000	\$0	\$0	\$0	\$0
Stormwater-Total			\$6,690,000	\$1,400,000	\$1,450,000	\$480,000	\$2,030,000	\$1,330,000

Sewer

Submersible Lift Station-Pump	430-1931-535.63-33	R	\$455,000	\$80,000	\$85,000	\$90,000	\$100,000	\$100,000
Misc Lift Station-Electrical-Components	430-1931-535.63-33	R	\$140,000	\$25,000	\$25,000	\$30,000	\$30,000	\$30,000
Sewer Main-Rehabilitation (Lining)	430-1931-535.63-34	R	\$1,000,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Sewer Manhole Rehabilitation	430-1931-535.63-34	R	\$375,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Lift Station-B Flow-Meter	430-1931-535.63-33	G	\$85,000	\$85,000	\$0	\$0	\$0	\$0
Lift Station-A Force Main-Construction	430-1931-535.63-34	R	\$900,000	\$0	\$0	\$0	\$0	\$900,000
Terrace Oaks 4" Force Main-Replacement Design/Permitting	430-1931-535.63-34	R	\$100,000	\$0	\$100,000	\$0	\$0	\$0
Terrace Oaks 4" Force Main-Replacement Construction	430-1931-535.63-34	R	\$500,000	\$0	\$0	\$500,000	\$0	\$0
Queensway and Fowler Gravity Main Crossing Design/Permitting	430-1931-535.63-34	R	\$100,000	\$100,000	\$0	\$0	\$0	\$0
Queensway and Fowler Gravity Main Crossing Construction	430-1931-535.63-34	R	\$400,000	\$0	\$400,000	\$0	\$0	\$0
S Riverhills Ave Aerial Sewer Pipe Replacement	430-1931-535.63-34	R	\$200,000	\$200,000	\$0	\$0	\$0	\$0
Lift Station-SB Construction	430-3899-535.63-33	R	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0
Lift Station-River-Run-Rehab Construction	430-3899-535.63-33	R	\$300,000	\$300,000	\$0	\$0	\$0	\$0
Lift Station-D Design	430-3899-535.63-33	R	\$100,000	\$0	\$0	\$100,000	\$0	\$0
Lift Station-D Construction	430-3899-535.63-33	R	\$700,000	\$0	\$0	\$0	\$700,000	\$0
Lift Station-Hidden-Oaks Design/Permitting	430-3899-535.63-33	R	\$50,000	\$0	\$0	\$0	\$50,000	\$0
Lift Station-Hidden-Oaks Construction	430-3899-535.63-33	R	\$800,000	\$0	\$0	\$0	\$0	\$800,000
Lift Station-Tupelo South Design/Permitting	430-3899-535.63-33	R	\$0	\$0	\$0	\$0	\$0	\$0
Lift Station-Tupelo South Construction	430-3899-535.63-33	R	\$400,000	\$0	\$0	\$400,000	\$0	\$0
Lift Station-Orange River Design/Permitting	430-3899-535.63-33	R	\$50,000	\$0	\$0	\$0	\$50,000	\$0
Lift Station-Orange River Construction	430-3899-535.63-33	R	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Lift Station-Primrose Design/Permitting	430-3899-535.63-33	R	\$0	\$0	\$0	\$0	\$0	\$0
Lift Station-Primrose Construction	430-3899-535.63-33	R	\$285,000	\$0	\$0	\$285,000	\$0	\$0
Lift Station-North Riverhills Design/Permitting	430-3899-535.63-33	R	\$0	\$0	\$0	\$0	\$0	\$0
Lift Station-North Riverhills Construction	430-3899-535.63-33	R	\$305,000	\$0	\$0	\$305,000	\$0	\$0
Lift Station-Sequoia Design/Permitting	430-3899-535.63-33	R	\$0	\$0	\$0	\$0	\$0	\$0
Lift Station-Sequoia Construction	430-3899-535.63-33	R	\$250,000	\$0	\$0	\$0	\$250,000	\$0
Lift Station-Pyramid Design and Construction	430-3899-535.63-33	R	\$125,000	\$0	\$125,000	\$0	\$0	\$0
Lift Station-Gail Design/Permitting	430-3899-535.63-33	R	\$60,000	\$0	\$0	\$0	\$60,000	\$0
Lift Station-Cypress Design/Permitting	430-3899-535.63-33	R	\$60,000	\$0	\$0	\$0	\$60,000	\$0
Wastewater Maintenance Building (HMGP)	430-3899-535.63-33	D	\$125,000	\$125,000	\$0	\$0	\$0	\$0
Unforeseen Emergency Lift Station Replacements	450-1931-535.63-33	R	\$375,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Davis Road Force Main Phases-Design	450-1931-535.63-33	G	\$300,000	\$0	\$150,000	\$150,000	\$0	\$0
Davis Road Force Main Phases-Construction	450-1931-535.63-33	G	\$3,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$1,000,000
Front-End Loader	410-1931-535.64-99	G	\$260,000	\$260,000	\$0	\$0	\$0	\$0
SEWER TOTAL			\$14,200,000	\$1,525,000	\$3,235,000	\$3,210,000	\$2,650,000	\$3,580,000

Water

Air Release Valve Replacement	430-1921-533.63-31	R	\$7,500	\$7,500	\$0	\$0	\$0	\$0
Electrical Distribution Breaker/Starter Replacement	430-1921-533.63-31	R	\$15,000	\$15,000	\$0	\$0	\$0	\$0
Wear Plate Replacements	430-1921-533.63-31	R	\$15,000	\$15,000	\$0	\$0	\$0	\$0
Rebuild Turbine Pumps	430-1921-533.63-31	R	\$25,000	\$25,000	\$0	\$0	\$0	\$0
Replacement Flow Meters	430-1921-533.63-31	D	\$40,000	\$40,000	\$0	\$0	\$0	\$0
Rebuild Water Supply Wells	430-1921-533.63-36	R	\$50,000	\$50,000	\$0	\$0	\$0	\$0
Line Stopping Program	430-1922-533.63-32	R	\$50,000	\$50,000	\$0	\$0	\$0	\$0
Valve Replacement Program	430-1922-533.63-32	R	\$60,000	\$60,000	\$0	\$0	\$0	\$0
Utility Billing Printer	410-1220-536.64-99	D	\$7,000	\$7,000	\$0	\$0	\$0	\$0
Meter Readers Truck	410-1250-536.64-12	D	\$35,000	\$35,000	\$0	\$0	\$0	\$0
Water Treatment Facility Building Improvements	410-1921-533.62-41	D	\$450,000	\$350,000	\$25,000	\$25,000	\$25,000	\$25,000
Perimeter Wall-Design	410-1921-533.62-41	D	\$100,000	\$0	\$100,000	\$0	\$0	\$0
Perimeter Wall-Construction	410-1921-533.62-41	D	\$350,000	\$0	\$0	\$350,000	\$0	\$0
Misc Water Line Improvements	410-1922-533.63-32	R	\$0	\$0	\$0	\$0	\$0	\$0
Bannockburn/Downs Ave Water Main Construction	410-1922-533.63-32	R	\$6,000,000	\$2,000,000	\$0	\$2,000,000	\$0	\$2,000,000
Bonnie Brac Area Water Main Construction	410-1922-533.63-32	R	\$0	\$0	\$0	\$0	\$0	\$0
Liberty Ave/E-112th Ave Water Main-Design	410-1922-533.63-32	R	\$200,000	\$0	\$0	\$0	\$200,000	\$0

Liberty Ave/E-112th Ave Water Main -- Construction	410-1922-533-63-32	R	\$0	\$0	\$0	\$0	\$0	\$0
N-54th St Water Main Design & Permitting	410-1922-533-63-32	R	\$50,000	\$50,000	\$0	\$0	\$0	\$0
N-54th St Water Main Construction (CDBG)	410-1922-533-63-32	R	\$300,000	\$300,000	\$0	\$0	\$0	\$0
N-55th St Water Main Design & Permitting	410-1922-533-63-32	R	\$50,000	\$0	\$50,000	\$0	\$0	\$0
N-55th St Water Main Construction (CDBG)	410-1922-533-63-32	R	\$300,000	\$0	\$0	\$300,000	\$0	\$0
Freightliner Truck (New Fleet Vehicle)	410-1922-533-64-12	R	\$125,000	\$125,000	\$0	\$0	\$0	\$0
Hydraulic Pipe Saw	410-1922-533-64-99	G	\$16,000	\$16,000	\$0	\$0	\$0	\$0
Flex-Net -- Automatic Meter Reading	410-1922-533-64-99	G	\$1,200,000	\$0	\$300,000	\$300,000	\$300,000	\$300,000
Water Main Extensions	440-1922-533-63-32	R	\$250,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
iHydrant 5-Year Program	440-1922-533-63-32	R	\$120,000	\$40,000	\$40,000	\$40,000	\$0	\$0
	WATER TOTAL		\$9,815,500	\$3,235,500	\$565,000	\$3,065,000	\$575,000	\$2,375,000

CIS TOTAL	\$50,452,000	\$12,940,500	\$8,148,000	\$10,046,500	\$8,664,000	\$10,653,000
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**FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF PROJECTS FOR FY 2024-25 THROUGH FY 2028-29 AND 10 YEAR LONG-TERM IMPROVEMENTS
FOR THE MULTI-MODAL TRANSPORTATION DISTRICT FOR 2025 – 2034 INTO THE SCHEDULE OF PROJECTS**

PROJECTS	Yearly Cost	Total Cost	Fund	Project	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	2030-2034
Transit Network Projects (Temple Terrace Share of Capital Costs) [1]										
Future Unfunded Bus Shelters (Pads & Benches @ \$80,000 – \$95,000 ea.) – Coordinate with HART	\$280,000 [2]	HART (not yet funded)								
Funded Bus Shelters – 56TH St @ 131st Ave	\$140,000	HART								
Street Improvements										
Pavement Management Plan/Structural Resurfacing Projects/Design	\$10,500,000	Gas tax			\$1,500,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Miscellaneous Pavement Marking	\$500,000	Gas tax			\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Signage Upgrades & Replacement	\$500,000	Gas tax			\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Bertha Palmer Boulevard Intersection Improvement	\$750,000	Grants & other revenue								\$750,000
CDBG Improvements	\$2,300,000	Grants & other revenue			\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$1,150,000
	\$11,500,000	Gas tax			\$1,600,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$5,500,000
	\$3,050,000	Grants & other revenue			\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$1,900,000
	\$14,550,000	Total			\$1,830,000	\$1,330,000	\$1,330,000	\$1,330,000	\$1,330,000	\$7,400,000
Sidewalks [4]										
Sidewalks, Ramps, Curbs	\$3,350,000	Gas tax			\$290,000	\$340,000	\$340,000	\$340,000	\$340,000	\$1,700,000
ADA Compliance / Transition Plan – Multiple locations (unspecified) –	\$200,000	Gas tax			\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
S Burlingame Ave Sidewalk Improvements	\$50,000	Gas tax				\$50,000				
Fern Cliff Ave Sidewalk	\$125,000	Gas tax				\$125,000				
Riverside Park Pedestrian Bridge Improvements	\$100,000	Gas tax			\$100,000					
Rainbow Sidewalk Improvements	\$175,000	Gas tax								\$175,000
Scout Park Sidewalk Extension	\$50,000	Gas tax					\$50,000			
Telecom Dr Sidewalk Extension	\$50,000	Gas tax			\$50,000					
Temple Terrace Elementary School Sidewalk Improvements	\$125,000	Gas tax								\$125,000
West River Dr and Vanderbaker Rd Sidewalk Extension	\$950,000	Gas tax							\$200,000	\$750,000
Woodstork Rd Sidewalk Extension	\$600,000	Gas tax					\$100,000	\$500,000		
78th St Sidewalk Extension	\$750,000	Gas tax								\$750,000
	\$6,525,000	Gas tax			\$460,000	\$535,000	\$510,000	\$860,000	\$560,000	\$3,600,000
	\$0	Mobility Fee			\$0	\$0	\$0	\$0	\$0	\$0
	\$6,525,000	Total			\$460,000	\$535,000	\$510,000	\$860,000	\$560,000	\$3,600,000
Traffic Signal Improvements										
Grovehill Rd./N. 56th St. – Signal improvements at intersection	\$750,000	Mobility Fee								\$750,000
	\$750,000	Mobility Fee			\$0	\$0	\$0	\$0	\$0	\$750,000
	\$750,000	Total			\$0	\$0	\$0	\$0	\$0	\$750,000
Multi-Use Trails										
Tampa Bypass Canal Trail – Harney Rd to Fowler Ave [3]	\$1,000,000	Grants & other revenue								\$1,000,000
Telecom Parkway Multi-Use Path #1 (2-mile along TECO ROW, from Fletcher Ave to Fowler Ave) [4]	\$2,500,000	Grants & other revenue								\$2,500,000
Telecom Parkway Multi-Use Path #2 (0.5-miles along Hollow Stump Rd)	\$1,000,000	Grants & other revenue								\$1,000,000
Shared-use path to connect Temple Terrace to USF (TECO and RR r.o.w., South of Fowler Ave and North of 113th Ave) to Park & Ride Lot by City Hall [4]	\$1,500,000	Grants & other revenue								\$1,500,000

**FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF PROJECTS FOR FY 2024-25 THROUGH FY 2028-29 AND 10 YEAR LONG-TERM IMPROVEMENTS
FOR THE MULTI-MODAL TRANSPORTATION DISTRICT FOR 2025 – 2034 INTO THE SCHEDULE OF PROJECTS**

PROJECTS	Yearly Cost	Total Cost	Fund	Project	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	2030-2034
USF Trail along south side of E. Fletcher Ave., from N. 50th St. to south on Hollow Stump and then east along E. 127th Ave. to Morris Bridge Rd. [3]		\$1,500,000	Grants & other revenue							\$1,500,000
Morris Bridge Rd. Multi-Use Trail connection, E. Fletcher Ave. to E. Fowler Ave., for Tampa ByPass Canal and USF Trails		\$4,000,000	Grants & other revenue							\$4,000,000
Old Railway Multi-Use Path [4] (Bridge from Whiteway Ave over River to Temple Terrace Hwy)		\$5,000,000	Gas tax							\$5,000,000
	\$13,000,000	Grants & other revenue			\$0	\$0	\$0	\$0	\$0	\$8,000,000
	\$5,000,000	Gas tax			\$0	\$0	\$0	\$0	\$0	\$5,000,000
	\$0	Mobility Fee			\$0	\$0	\$0	\$0	\$0	\$0
	\$18,000,000	Total			\$0	\$0	\$0	\$0	\$0	\$13,000,000
Bicycle Facilities [10]										
122nd Avenue from 56th St to City Limits		\$100,000	Mobility Fee							\$100,000
127th Avenue from 56th St to City Limits		\$100,000	Mobility Fee							\$100,000
Miscellaneous Bicycle Projects (signage, design, & construction)		\$470,000	Gas tax		\$35,000	\$40,000	\$45,000	\$50,000	\$50,000	\$250,000
	\$200,000	Mobility Fee			\$0	\$0	\$0	\$0	\$0	\$200,000
	\$470,000	Gas tax			\$35,000	\$40,000	\$45,000	\$50,000	\$50,000	\$250,000
	\$670,000	Total			\$35,000	\$40,000	\$45,000	\$50,000	\$50,000	\$450,000
Complete Streets										
Golf Cart Crossing at Fowler Ave		\$1,000,000	Grants & other revenue							\$1,000,000
Bullard Pkwy/Temple Terrace Hwy Complete Streets [3]		\$750,000	Mobility Fee							\$750,000
Grovehill Rd Complete Streets		\$600,000	Mobility Fee							\$600,000
Druid Hills Rd/Serena Dr Complete Streets		\$700,000	Mobility Fee							\$700,000
Overlook Dr Complete Streets		\$300,000	Mobility Fee							\$300,000
Ridgedale Rd Complete Streets		\$2,150,000	Mobility Fee					\$150,000	\$500,000	\$1,500,000
N Riverhills Dr Complete Streets		\$700,000	Mobility Fee							\$700,000
S Riverhills Dr Complete Streets		\$300,000	Mobility Fee							\$300,000
Temple Heights Rd Complete Streets		\$200,000	Mobility Fee							\$200,000
Whiteway Dr Complete Streets		\$700,000	Mobility Fee							\$700,000
Sunnyside Rd Complete Streets		\$1,150,000	Mobility Fee		\$ 150,000	\$ 500,000	\$500,000			
CRA Ped Plan Improvements		\$1,100,000	Grants & other revenue							\$1,100,000
	\$7,550,000	Mobility Fee			\$150,000	\$500,000	\$500,000	\$150,000	\$500,000	\$5,750,000
	\$2,100,000	Grants & other revenue			\$0	\$0	\$0	\$0	\$0	\$2,100,000
	\$9,650,000	Total			\$150,000	\$500,000	\$500,000	\$150,000	\$500,000	\$7,850,000
TOTAL COSTS BY FUND SOURCE	TOTALS				FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	2030-2034
Ad valorem (HART) (100% mass transit)	TBD [2]				TBD [2]	TBD [2]	TBD [2]	TBD [2]	TBD [2]	TBD [2]
Gas tax	\$23,495,000				\$2,095,000	\$1,675,000	\$1,655,000	\$2,010,000	\$1,710,000	\$14,350,000
Mobility Fee	\$8,500,000				\$150,000	\$500,000	\$500,000	\$150,000	\$500,000	\$6,700,000
Grants & other revenues	\$13,150,000				\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$12,000,000
GRAND TOTAL (ALL FUND SOURCES)	\$45,145,000				\$2,475,000	\$2,405,000	\$2,385,000	\$2,390,000	\$2,440,000	\$33,050,000
GRAND TOTAL (- Mobility Fee Projects)	\$36,645,000				\$2,325,000	\$1,905,000	\$1,885,000	\$2,240,000	\$1,940,000	\$26,350,000

~~FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF PROJECTS FOR FY 2024-25 THROUGH FY 2028-29 AND 10 YEAR LONG-TERM IMPROVEMENTS
FOR THE MULTI-MODAL TRANSPORTATION DISTRICT FOR 2025 -2034 INTO THE SCHEDULE OF PROJECTS~~

PROJECTS	Yearly Cost	Total Cost	Fund	Project	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	2030-2034
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~~NOTES:~~

~~*Required to achieve and maintain multimodal Level of Service standards.~~

~~{1} Transit improvements will be coordinated with HART.~~

~~{2} These numbers are still being coordinated with HART.~~

~~{3} Contingent on agreement with Hillsborough County.~~

~~{4} Contingent on agreement with TECO.~~

~~Calculating a Mobility Fee Contribution (Temple Terrace Multi-Modal Transportation District)~~

Total Cost of Multimodal Long-Term Improvement Program	\$45,145,000
Vehicle Trips Generated in Temple Terrace TAZ's, 2025	225,208
Multimodal Cost Per Trip (Daily Trips)	\$200

~~Fair Share of Existing Development~~

Vehicle Trips Generated in Temple Terrace TAZ's, 2015*	206,483
Total Cost of Trips Generated By Existing Development	\$41,391,421
Total Cost of Trips Generated By New Development	\$3,753,579

~~Sample Temple Terrace Mobility Fees compared with New Hillsborough County Mobility Fees **~~

~~Sample Calculation for New Single Family Residential Development~~

~~Proposal: 100 single family units (ITE 210)~~

Net new external daily vehicle trips	952
Net new external daily person trips (using 1.10 auto occupancy factor)	1,047
Temple Terrace Mobility Fee - \$1,381 per unit (100% full cost)	\$209,921

Hillsborough County Mobility Fee - \$2,577 per unit (40% full cost)	\$258,200
Hillsborough County Mobility Fee - \$3,221 per unit (50% full cost)	\$322,750
Hillsborough County Mobility Fee - \$3,865 per unit (60% full cost)	\$387,300
Hillsborough County Mobility Fee - \$4,509 per unit (70% full cost)	\$451,850
Hillsborough County Mobility Fee - \$5,154 per unit (80% full cost)	\$516,400
Hillsborough County Mobility Fee - \$5,798 per unit (90% full cost)	\$580,950
Hillsborough County Mobility Fee - \$6,422 per unit (100% full cost)	\$645,500

~~Sample Calculation for Multi-Family Residential Development~~

~~Proposal: 300 apartments (ITE 220)~~

Net new external daily vehicle trips	1,995
Net new external daily person trips (using 1.10 auto occupancy factor)	2,195
Temple Terrace Mobility Fee - \$964 per unit (100% full cost)	\$439,908

Hillsborough County Mobility Fee - \$1,669 per unit (40% full cost)	\$501,960
Hillsborough County Mobility Fee - \$2,087 per unit (50% full cost)	\$627,450
Hillsborough County Mobility Fee - \$2,504 per unit (60% full cost)	\$752,940
Hillsborough County Mobility Fee - \$2,921 per unit (70% full cost)	\$878,430
Hillsborough County Mobility Fee - \$3,338 per unit (80% full cost)	\$1,003,920
Hillsborough County Mobility Fee - \$3,756 per unit (90% full cost)	\$1,129,410
Hillsborough County Mobility Fee - \$4,183 per unit (100% full cost)	\$1,254,900

~~Sample Calculation for New Office Development~~

~~Proposal: 50,000 s.f. office building (ITE 710)~~

Net new external daily vehicle trips	552
Net new external daily person trips (using 1.10 auto occupancy factor)	607
Temple Terrace Mobility Fee - \$1,601 per 1,000 sq ft (100% full cost)	\$121,719

Hillsborough County Mobility Fee - \$3,633 per 1,000 sq ft (40% full cost)	\$181,660
Hillsborough County Mobility Fee - \$4,542 per sq ft (50% full cost)	\$227,075
Hillsborough County Mobility Fee - \$5,450 per sq ft (60% full cost)	\$272,490
Hillsborough County Mobility Fee - \$6,358 per sq ft (70% full cost)	\$317,905
Hillsborough County Mobility Fee - \$7,266 per sq ft (80% full cost)	\$363,320
Hillsborough County Mobility Fee - \$8,175 per sq ft (90% full cost)	\$408,735
Hillsborough County Mobility Fee - \$9,083 per 1,000 sq ft (100% full cost)	\$454,150

~~Calculating a Mobility Fee Contribution (Temple Terrace Multi-Modal Transportation District)~~

Total Cost of Multimodal Long-Term Improvement Program	\$45,145,000
Vehicle Trips Generated in Temple Terrace TAZ's, 2025	225,208
Multimodal Cost Per Trip (Daily Trips)	\$200

~~Fair Share of Existing Development~~

Vehicle Trips Generated in Temple Terrace TAZ's, 2015*	206,483
Total Cost of Trips Generated By Existing Development	\$41,391,421
Total Cost of Trips Generated By New Development	\$3,753,579

~~Sample Calculation for New Shopping Center Development~~

~~Proposal: 75,000 s.f. shopping center (ITE 820)~~

Net new external daily vehicle trips (34% retail pass-by reduction)	2,114
Net new external daily person trips (using 1.10 auto occupancy factor)	2,325
Temple Terrace Mobility Fee - \$4,088 per 1,000 sq ft (100% full cost)	\$466,148

Hillsborough County Mobility Fee - \$4,097 per 1,000 sq ft (40% full cost)	\$307,260
Hillsborough County Mobility Fee - \$5,121 per sq ft (50% full cost)	\$384,075
Hillsborough County Mobility Fee - \$6,145 per sq ft (60% full cost)	\$460,890
Hillsborough County Mobility Fee - \$7,169 per sq ft (70% full cost)	\$537,705
Hillsborough County Mobility Fee - \$8,194 per sq ft (80% full cost)	\$614,520
Hillsborough County Mobility Fee - \$9,218 per sq ft (90% full cost)	\$691,335
Hillsborough County Mobility Fee - \$10,242 per 1,000 sq ft (100% full cost)	\$768,150

~~Sample Calculation for New High Turnover Restaurant Development~~

~~Proposal: 5,000 s.f. high turnover restaurant (ITE 932)~~

Net new external daily vehicle trips (43% retail pass-by reduction)	362
Net new external daily person trips (using 1.10 auto occupancy factor)	398
Temple Terrace Mobility Fee - \$10,500 per 1,000 sq ft (100% full cost)	\$79,823

Hillsborough County Mobility Fee - \$4,097 per 1,000 sq ft (40% full cost)	\$63,762
Hillsborough County Mobility Fee - \$5,121 per sq ft (50% full cost)	\$79,703
Hillsborough County Mobility Fee - \$6,145 per sq ft (60% full cost)	\$95,643
Hillsborough County Mobility Fee - \$7,169 per sq ft (70% full cost)	\$111,584
Hillsborough County Mobility Fee - \$8,194 per sq ft (80% full cost)	\$127,524
Hillsborough County Mobility Fee - \$9,218 per sq ft (90% full cost)	\$143,465
Hillsborough County Mobility Fee - \$10,242 per 1,000 sq ft (100% full cost)	\$159,405

~~Sample Calculation for New Mixed-Use Development~~

~~Proposal: 250 apartments (ITE 220), 150 room hotel (ITE 310), 50,000 s.f. retail (ITE 820)~~

Net new external daily vehicle trips (10% internal capture & 34% retail pass-by reduction)	5,023
Net new external daily person trips (using 1.10 auto occupancy factor)	5,525
Temple Terrace Mobility Fee - \$1,619 mixed-use cost per unit/hotel room/1,000 sq ft retail (100% full cost) ***	\$1,107,597

Hillsborough County Mobility Fee - \$1,651 mixed-use cost per unit/hotel room/1,000 sq ft retail (40% full cost) ***	\$743,058
Hillsborough County Mobility Fee - \$2,064 mixed-use cost per unit/hotel room/1,000 sq ft retail (50% full cost) ***	\$928,823
Hillsborough County Mobility Fee - \$2,477 mixed-use cost per unit/hotel room/1,000 sq ft retail (60% full cost) ***	\$1,114,587
Hillsborough County Mobility Fee - \$2,890 mixed-use cost per unit/hotel room/1,000 sq ft retail (70% full cost) ***	\$1,300,352
Hillsborough County Mobility Fee - \$3,302 mixed-use cost per unit/hotel room/1,000 sq ft retail (80% full cost) ***	\$1,486,116
Hillsborough County Mobility Fee - \$3,715 mixed-use cost per unit/hotel room/1,000 sq ft retail (90% full cost) ***	\$1,671,881
Hillsborough County Mobility Fee - \$4,128 mixed-use cost per unit/hotel room/1,000 sq ft retail (100% full cost) ***	\$1,857,645

~~NOTES:~~

~~* Estimated using a 2016 update of the 2015 adopted Tampa Bay Regional Planning Model. 2015 trips estimated based on the assumption of constant growth on average from 2010 to 2030.~~

~~** Mobility Fee estimates may vary due to rounding~~

~~*** Mixed use mobility fee estimate was based on the total number of trips for all uses and the actual fee may vary due to assumptions made in the calculations for each project.~~

~~Calculating a Mobility Fee Contribution (Temple Terrace Multi-Modal Transportation District)~~

Total Cost of Multimodal Long-Term Improvement Program	\$45,145,000
Vehicle Trips Generated in Temple Terrace TAZ's, 2025	225,208
Multimodal Cost Per Trip (Daily Trips)	\$200

~~Fair Share of Existing Development~~

Vehicle Trips Generated in Temple Terrace TAZ's, 2015*	206,483
Total Cost of Trips Generated By Existing Development	\$41,391,421
Total Cost of Trips Generated By New Development	\$3,753,579

~~Projects within the Mobility Fee Exemption Area (MFEA) [f/k/a Transportation Concurrency Exception Area (TCEA)], which consists of the Downtown Overlay District and Downtown Community Redevelopment Plan Overlay, are exempt from paying the mobility fee as an economic development incentive in these areas.~~

CITY OF TEMPLE TERRACE
FIVE-YEAR CAPITAL IMPROVEMENT SECTION (CIS) SCHEDULE OF PROJECTS
FY 2026 THROUGH FY 2030

Sanitation

<u>Division/Description</u>	<u>Account #</u>	<u>CIE</u>	<u>Cost of Five-Year Program</u>	<u>NEW BUDGET FY 22-23 REQUEST</u>	<u>NEW BUDGET FY 23-24</u>	<u>NEW BUDGET FY 24-25</u>	<u>NEW BUDGET FY 25-26</u>	<u>NEW BUDGET FY 26-27</u>
Commercial Front Load Truck 19	480-2031-534.64-12	R	\$400,000	\$0	\$400,000	\$0	\$0	\$0
Commercial Front Load Truck 17	480-2031-534.64-12	R	\$450,000	\$0	\$0	\$0	\$450,000	\$0
Commercial Delivery Truck 16	480-2031-534.64-12	R	\$200,000	\$0	\$0	\$200,000	\$0	\$0
Commercial Roll Off Truck 11	480-2031-534.64-12	R	\$325,000	\$0	\$0	\$325,000	\$0	\$0
Commercial Roll Off Truck 24	480-2031-534.64-12	R	\$350,000	\$0	\$0	\$0	\$0	\$350,000
Residential Rearload Sanitation Truck 9	480-2041-534.64-12	R	\$300,000	\$300,000	\$0	\$0	\$0	\$0
Residential Rearload Sanitation Truck 15	480-2041-534.64-12	R	\$700,000	\$300,000	\$0	\$0	\$400,000	\$0
Bulk Garbage Truck 12	480-2041-534.64-12	R	\$275,000	\$0	\$275,000	\$0	\$0	\$0
Bulk Garbage Truck 10	480-2041-534.64-12	R	\$300,000	\$0	\$0	\$300,000	\$0	\$0
SANITATION			\$3,300,000	\$600,000	\$675,000	\$825,000	\$850,000	\$350,000

Parks and Rec

Riverhills Park Construction	170-1896-572.63-27	R	\$ 400,000	\$ 400,000	\$0	\$0	\$0	\$0
PARKS & RECREATION TOTAL			\$400,000	\$400,000	\$0	\$0	\$0	\$0

Transportation

Sidewalks, Ramps, Curbs Rehab	130-1723-541.63-13	D	\$40,000	\$40,000	\$0	\$0	\$0	\$0
Sidewalks, Ramps, Curbs - Construction	130-1723-541.63-13	D	\$270,000	\$270,000	\$0	\$0	\$0	\$0
S Burlingame Ave Sidewalk Rehab	130-1723-541.63-13	D	\$50,000	\$50,000	\$0	\$0	\$0	\$0
Sidewalk Grinder	130-1723-541.64-99	G	\$60,000	\$60,000	\$0	\$0	\$0	\$0
Street Resurfacing Projects-Non Surtax	130-1724-541.63-11	D	\$1,500,000	\$1,500,000	\$0	\$0	\$0	\$0
Street Resurfacing Projects-Surtax	130-1724-541.63-11	D	\$7,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Street Signage Upgrades and Replacement	130-1724-541.63-11	R	\$25,000	\$25,000	\$0	\$0	\$0	\$0
Pavement Markings	130-1724-541.63-11	D	\$25,000	\$25,000	\$0	\$0	\$0	\$0
Ridgedale Road Complete Street Design	130-1724-541.63-11	G	\$150,000		\$0	\$0	\$150,000	\$0
Ridgedale Road Complete Street Construction	130-1724-541.63-11	G	\$500,000		\$0	\$0	\$0	\$500,000
Sunnyside Road Complete Street Construction	130-1724-541.63-11	G	\$1,000,000	\$500,000	\$500,000	\$0	\$0	\$0
Miscellaneous Bicycle Projects (use carry-over)	130-1724-541.63-14	G	\$0	\$0	\$0	\$0	\$0	\$0
Sidewalks, Ramps, Curbs - Construction	145-1723-541.63-13	D	\$50,000	\$50,000	\$0	\$0	\$0	\$0
Fern Cliff Ave Sidewalk Phase 2	145-1723-541.63-13	G	\$125,000	\$125,000	\$0	\$0	\$0	\$0
Scout Park Sidewalk Extension - Construction	145-1723-541.63-13	D	\$50,000		\$0	\$50,000	\$0	\$0
West River Dr and Vanderbaker Rd - Design	145-1723-541.63-13	G	\$200,000		\$0	\$0	\$0	\$200,000
Woodstork Rd Sidewalk Extension - Design	145-1723-541.63-13	G	\$100,000		\$0	\$100,000	\$0	\$0

Woodstork Rd Sidewalk Extension - Construction	145-1723-541.63-13	G	\$500,000		\$0	\$0	\$500,000	\$0
Total			\$12,145,000	\$4,145,000	\$2,000,000	\$1,650,000	\$2,150,000	\$2,200,000

Stormwater

Submersible Pump Replacements (carry-over 25k until fundin	130-1721-541.63-17	R	\$0		\$0	\$0	\$0	\$0
Stormwater Retention Pond Rehab	130-1721-541.63-17	D	\$750,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Stormwater Pipe Lining	130-1721-541.63-17	D	\$200,000	\$200,000	\$0	\$0	\$0	\$0
Telecom Complex Ditch Maintenance	130-1721-541.63-17	D	\$100,000		\$0	\$100,000	\$0	\$0
Gascon Pl Pipe Replacement	130-1721-541.63-17	R	\$200,000		\$0	\$0	\$200,000	\$0
Pleasant Terrace Stormwater - Design	130-1721-541.63-17	D	\$450,000		\$0	\$150,000	\$150,000	\$150,000
Pleasant Terrace Stormwater - Construction	130-1721-541.63-17	D	\$2,000,000		\$0	\$0	\$1,000,000	\$1,000,000
Brentwood Dr and S Riverhills Dr - Construction	130-1721-541.63-17	D	\$750,000	\$750,000	\$0	\$0	\$0	\$0
CDS Unit at River Hills Pond - Design	130-1721-541.63-17	G	\$50,000		\$0	\$50,000	\$0	\$0
CDS Unit at River Hills Pond - Construction	130-1721-541.63-17	G	\$500,000		\$0	\$0	\$500,000	\$0
CDS Glen Arven - Screen Repair	130-1721-541.63-17	D	\$50,000		\$50,000	\$0	\$0	\$0
Flooding Bypass Pump	130-1721-541.64-99	G	\$150,000	\$150,000	\$0	\$0	\$0	\$0
Total			\$5,200,000	\$1,250,000	\$200,000	\$450,000	\$2,000,000	\$1,300,000

Sewer

Lift Station Monitoring SCADA (5)	410-1931-535.64-99	R	\$100,000	\$100,000	\$0	\$0	\$0	\$0
Generator Trailer	410-1931-535.64-99	R	\$15,000	\$15,000	\$0	\$0	\$0	\$0
Submersible Lift Station Pump	430-1931-535.63-33	R	\$375,000		\$85,000	\$90,000	\$100,000	\$100,000
Sewer Main Rehabilitation (Lining)	430-1931-535.63-34	R	\$800,000		\$200,000	\$200,000	\$200,000	\$200,000
Sewer Manhole Rehabilitation	430-1931-535.63-34	R	\$300,000		\$75,000	\$75,000	\$75,000	\$75,000
Lift Station A Force Main - Construction	430-1931-535.63-34	R	\$900,000		\$0	\$0	\$0	\$900,000
Terrace Oaks 4" Force Main Replacement Design/Permitting	430-1931-535.63-34	R	\$100,000	\$100,000	\$0	\$0	\$0	\$0
Terrace Oaks 4" Force Main Replacement Construction	430-1931-535.63-34	R	\$500,000		\$0	\$500,000	\$0	\$0
Queensway and Fowler Gravity Main Crossing Construction	430-1931-535.63-34	R	\$400,000	\$400,000	\$0	\$0	\$0	\$0
Lift Station SB Construction	430-3899-535.63-33	R	\$2,000,000	\$2,000,000	\$0	\$0	\$0	\$0
Lift Station D Design	430-3899-535.63-33	R	\$100,000		\$0	\$100,000	\$0	\$0
Lift Station D Construction	430-3899-535.63-33	R	\$700,000		\$0	\$0	\$700,000	\$0
Lift Station Hidden Oaks Design/Permitting	430-3899-535.63-33	R	\$50,000		\$0	\$0	\$50,000	\$0
Lift Station Hidden Oaks Construction	430-3899-535.63-33	R	\$800,000		\$0	\$0	\$0	\$800,000
Lift Station Tupelo South Design/Permitting	430-3899-535.63-33	R	\$150,000	\$150,000	\$0	\$0	\$0	\$0
Lift Station Tupelo South Construction	430-3899-535.63-33	R	\$500,000		\$500,000	\$0	\$0	\$0
Lift Station Orange River Design/Permitting	430-3899-535.63-33	R	\$50,000		\$0	\$0	\$50,000	\$0
Lift Station Orange River Construction	430-3899-535.63-33	R	\$400,000		\$0	\$0	\$0	\$400,000
Lift Station Primrose Construction	430-3899-535.63-33	R	\$285,000		\$0	\$285,000	\$0	\$0
Lift Station North Riverhills Design/Permitting	430-3899-535.63-33	R	\$0		\$0	\$0	\$0	\$0
Lift Station North Riverhills Construction	430-3899-535.63-33	R	\$305,000		\$0	\$305,000	\$0	\$0
Lift Station Sequoia Design/Permitting	430-3899-535.63-33	R	\$0		\$0	\$0	\$0	\$0
Lift Station Sequoia Construction	430-3899-535.63-33	R	\$250,000		\$0	\$0	\$250,000	\$0

Lift Station Pyramid Design and Construction	430-3899-535.63-33	R	\$150,000	\$150,000	\$0	\$0	\$0	\$0
Lift Station Gail Design/Permitting	430-3899-535.63-33	R	\$60,000		\$0	\$0	\$60,000	\$0
Lift Station Cypress Design/Permitting	430-3899-535.63-33	R	\$60,000		\$0	\$0	\$60,000	\$0
Pump Truck	450-1931-535.64-12	G	\$260,000	\$260,000	\$0	\$0	\$0	\$0
Davis Road Force Main Phases - Design	450-1931-535.63-33	G	\$300,000	\$150,000	\$150,000	\$0	\$0	\$0
Davis Road Force Main Phases - Construction	450-1931-535.63-33	G	\$2,000,000	\$0	\$1,000,000	\$1,000,000	\$0	\$0
SEWER TOTAL			\$11,910,000	\$3,325,000	\$2,010,000	\$2,555,000	\$1,545,000	\$2,475,000

Water

Easy Link Meter Reading Box	410-1250-536.64-23	G	\$15,000	\$15,000	\$0	\$0	\$0	\$0
Water Treatment Facility Building Improvements	410-1921-533.62-41	D	\$100,000		\$25,000	\$25,000	\$25,000	\$25,000
Perimeter Wall - Design	410-1921-533.62-41	D	\$100,000		\$100,000	\$0	\$0	\$0
Perimeter Wall - Construction	410-1921-533.62-41	D	\$350,000		\$0	\$350,000	\$0	\$0
Scada Conversion	410-1921-533.63-31	R	\$100,000	\$100,000	\$0	\$0	\$0	\$0
Reactor Valves Conversion	410-1921-533.63-31	R	\$165,000	\$165,000	\$0	\$0	\$0	\$0
Chlorine Conversion Gas/Sodium Hypochlorite	410-1922-533.63-32	D	\$266,245	\$266,245	\$0	\$0	\$0	\$0
Bannockburn/Downs Ave Water Main Construction	410-1922-533.63-32	R	\$4,000,000		\$0	\$2,000,000	\$0	\$2,000,000
Liberty Ave/E 112th Ave Water Main - Design	410-1922-533.63-32	R	\$200,000		\$0	\$0	\$200,000	\$0
Portable Genset-Gnerator for Light Tower	410-1922-533.64-99	G	\$25,000	\$25,000	\$0	\$0	\$0	\$0
Valve Exerciser on Skid (Back of Ford F-550)	410-1922-533.64-99	G	\$89,695	\$89,695	\$0	\$0	\$0	\$0
Backhoe	410-1922-533.64-99	G	\$100,000	\$0	\$100,000	\$0	\$0	\$0
Generator for Well #11	410-1922-533.64-99	G	\$80,000	\$80,000				\$0
Ford F-550 Utility Truck	410-1922-533.64-12	R	\$100,000	\$100,000	\$0	\$0	\$0	\$0
iHydrant 5-Year Program	440-1922-533.63-32	G	\$80,000	\$40,000	\$40,000	\$0	\$0	\$0
N 55th St Watermain Construction	125-1922-533.63-32	G	\$300,000	\$300,000	\$0	\$0	\$0	\$0
N 55th St Watermain Design	125-1922-533.63-32	G	\$50,000	\$50,000	\$0	\$0	\$0	\$0
WATER TOTAL			\$6,120,940	\$1,230,940	\$265,000	\$2,375,000	\$225,000	\$2,025,000

CIS TOTAL	\$39,075,940	\$10,950,940	\$5,150,000	\$7,855,000	\$6,770,000	\$8,350,000
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**FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF PROJECTS FOR FY 2025-26 THROUGH FY 2029-30 AND 10 YEAR LONG-TERM IMPROVEMENTS
FOR THE MULTI-MODAL TRANSPORTATION DISTRICT FOR 2025 - 2034 INTO THE SCHEDULE OF PROJECTS**

PROJECTS	Yearly Cost	Total Cost	Fund	Project	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	2031-2035
Transit Network Projects (Temple Terrace Share of Capital Costs) [1]										
Future Unfunded Bus Shelters (Pads & Benches @ \$70,000 ea.) - Coordinate with HART	\$140,000		HART (not yet funded)							
Funded Bus Shelters - 56TH St @ 131st Ave	\$140,000		HART							
Street Improvements										
Pavement Management Plan/Structural Resurfacing Projects/Design	\$10,500,000		Gas tax	33-PMP	\$1,500,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Miscellaneous Pavement Marking	\$500,000		Gas tax	33-500 (311)	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Signage Upgrades & Replacement	\$500,000		Gas tax		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Bertha Palmer Boulevard Intersection Improvement	\$750,000		Grants & other revenue							\$750,000
CDBG Improvements	\$2,300,000		Grants & other revenue		\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$1,150,000
	\$11,500,000		Gas tax		\$1,600,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$5,500,000
	\$3,050,000		Grants & other		\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$1,900,000
	\$14,550,000		Total		\$1,830,000	\$1,330,000	\$1,330,000	\$1,330,000	\$1,330,000	\$7,400,000
Sidewalks [5,6]										
Sidewalks, Ramps, Curbs	\$3,350,000		Gas tax	34-659 (303)	\$290,000	\$340,000	\$340,000	\$340,000	\$340,000	\$1,700,000
ADA Compliance / Transition Plan - Multiple locations (unspecified)	\$200,000		Gas tax	34-xxx (304)	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
S Burlingame Ave Sidewalk Improvements	\$50,000		Gas tax			\$50,000				
Fern Cliff Ave Sidewalk	\$125,000		Gas tax			\$125,000				
Riverside Park Pedestrian Bridge Improvements	\$100,000		Gas tax		\$100,000					
Rainbow Sidewalk Improvements	\$175,000		Gas tax							\$175,000
Scout Park Sidewalk Extension	\$50,000		Gas tax				\$50,000			
Telecom Dr Sidewalk Extension	\$50,000		Gas tax		\$50,000					
Temple Terrace Elementary School Sidewalk Improvements	\$125,000		Gas tax							\$125,000
West River Dr and Vanderbaker Rd Sidewalk Extension	\$950,000		Gas tax						\$200,000	\$750,000
Woodstork Rd Sidewalk Extension	\$600,000		Gas tax				\$100,000	\$500,000		
78th St Sidewalk Extension	\$750,000		Gas tax							\$750,000
	\$6,525,000		Gas tax		\$460,000	\$535,000	\$510,000	\$860,000	\$560,000	\$3,600,000
	\$0		Mobility Fee		\$0	\$0	\$0	\$0	\$0	\$0
	\$6,525,000		Total		\$460,000	\$535,000	\$510,000	\$860,000	\$560,000	\$3,600,000
Traffic Signal Improvements										
Grovehill Rd./N. 56th St. - Signal improvements at intersection	\$750,000		Mobility Fee	30-103						\$750,000
	\$750,000		Mobility Fee		\$0	\$0	\$0	\$0	\$0	\$750,000
	\$750,000		Total		\$0	\$0	\$0	\$0	\$0	\$750,000
Multi-Use Trails										
Tampa Bypass Canal Trail - Harney Rd to Fowler Ave [4]	\$1,000,000		Grants & other revenue							\$1,000,000
Telecom Parkway Multi-Use Path #1 (2-mile along TECO ROW; from Fletcher Ave to Fowler Ave) [5]	\$2,500,000		Grants & other revenue							\$2,500,000
Telecom Parkway Multi-Use Path #2 (0.5-miles along Hollow Stump Rd)	\$1,000,000		Grants & other revenue							\$1,000,000
Shared-use path to connect Temple Terrace to USF (TECO and RR r.o.w., South of Fowler Ave and North of 113th Ave) to Park & Ride Lot by City Hall [5]	\$1,500,000		Grants & other revenue							\$1,500,000

**FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF PROJECTS FOR FY 2025-26 THROUGH FY 2029-30 AND 10 YEAR LONG-TERM IMPROVEMENTS
FOR THE MULTI-MODAL TRANSPORTATION DISTRICT FOR 2025 - 2034 INTO THE SCHEDULE OF PROJECTS**

PROJECTS	Yearly Cost	Total Cost	Fund	Project	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	2031-2035
USF Trail along south side of E. Fletcher Ave., from N. 50th St. to south on Hollow Stump and then east along E. 127th Ave. to Morris Bridge Rd. [4]		\$1,500,000	Grants & other revenue							\$1,500,000
Morris Bridge Rd. Multi-Use Trail connection, E. Fletcher Ave. to E. Fowler Ave., for Tampa ByPass Canal and USF Trails		\$4,000,000	Grants & other revenue							\$4,000,000
Old Railway Multi-Use Path [5] (Bridge from Whiteway Ave over River to Temple Terrace Hwy)		\$5,000,000	Gas tax							\$5,000,000
		\$8,000,000	Grants & other revenue		\$0	\$0	\$0	\$0	\$0	\$8,000,000
		\$5,000,000	Gas tax		\$0	\$0	\$0	\$0	\$0	\$5,000,000
		\$0	Mobility Fee		\$0	\$0	\$0	\$0	\$0	\$0
		\$13,000,000	Total		\$0	\$0	\$0	\$0	\$0	\$13,000,000
Bicycle Facilities [10]										
122nd Avenue from 56th St to City Limits		\$100,000	Mobility Fee							\$100,000
127th Avenue from 56th St to City Limits		\$100,000	Mobility Fee							\$100,000
Miscellaneous Bicycle Projects (signage, design, & construction)		\$470,000	Gas tax		\$35,000	\$40,000	\$45,000	\$50,000	\$50,000	\$250,000
		\$200,000	Mobility Fee		\$0	\$0	\$0	\$0	\$0	\$200,000
		\$470,000	Gas tax		\$35,000	\$40,000	\$45,000	\$50,000	\$50,000	\$250,000
		\$670,000	Total		\$35,000	\$40,000	\$45,000	\$50,000	\$50,000	\$450,000
Complete Streets										
Golf Cart Crossing at Fowler Ave		\$1,000,000	Grants & other revenue							\$1,000,000
Bullard Pkwy/Temple Terrace Hwy Complete Streets [4]		\$750,000	Mobility Fee							\$750,000
Grovehill Rd Complete Streets		\$600,000	Mobility Fee							\$600,000
Druid Hills Rd/Serena Dr Complete Streets		\$700,000	Mobility Fee							\$700,000
Overlook Dr Complete Streets		\$300,000	Mobility Fee							\$300,000
Ridgedale Rd Complete Streets		\$1,650,000	Mobility Fee						\$150,000	\$1,500,000
N Riverhills Dr Complete Streets		\$700,000	Mobility Fee							\$700,000
S Riverhills Dr Complete Streets		\$300,000	Mobility Fee							\$300,000
Temple Heights Rd Complete Streets		\$200,000	Mobility Fee							\$200,000
Whiteway Dr Complete Streets		\$700,000	Mobility Fee							\$700,000
Sunnyside Rd Complete Streets		\$1,150,000	Mobility Fee		\$ 150,000	\$ 500,000	\$500,000			
CRA Ped Plan Improvements		\$1,100,000	Grants & other revenue							\$1,100,000
		\$7,050,000	Mobility Fee		\$150,000	\$500,000	\$500,000	\$0	\$150,000	\$5,750,000
		\$2,100,000	Grants & other revenue		\$0	\$0	\$0	\$0	\$0	\$2,100,000
		\$9,150,000	Total		\$150,000	\$500,000	\$500,000	\$0	\$150,000	\$7,850,000
TOTAL COSTS BY FUND SOURCE		TOTALS			FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	2031-2035
Gas tax		\$23,495,000			\$2,095,000	\$1,675,000	\$1,655,000	\$2,010,000	\$1,710,000	\$14,350,000
Mobility Fee		\$8,000,000			\$150,000	\$500,000	\$500,000	\$0	\$150,000	\$6,700,000
Grants & other revenues		\$13,150,000			\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$12,000,000
GRAND TOTAL (ALL FUND SOURCES)		\$44,645,000			\$2,475,000	\$2,405,000	\$2,385,000	\$2,240,000	\$2,090,000	\$33,050,000
GRAND TOTAL (- Mobility Fee Projects)		\$36,645,000			\$2,325,000	\$1,905,000	\$1,885,000	\$2,240,000	\$1,940,000	\$26,350,000

NOTES:

**FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF PROJECTS FOR FY 2025-26 THROUGH FY 2029-30 AND 10 YEAR LONG-TERM IMPROVEMENTS
FOR THE MULTI-MODAL TRANSPORTATION DISTRICT FOR 2025 - 2034 INTO THE SCHEDULE OF PROJECTS**

PROJECTS	Yearly Cost	Total Cost	Fund	Project	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	2031-2035
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* Required to achieve and maintain multimodal Level of Service standards.

[1] Transit improvements will be coordinated with HART.

[2] Contingent on agreement with Hillsborough County.

[3] Contingent on agreement with TECO.

Calculating a Mobility Fee Contribution (Temple Terrace Multi-Modal Transportation District)

<u>Total Cost of Multimodal Long-Term Improvement Program</u>	<u>\$44,645,000</u>
<u>Vehicle Trips Generated in Temple Terrace TAZ's, 2025</u>	<u>225,208</u>
<u>Multimodal Cost Per Trip (Daily Trips)</u>	<u>\$198</u>

Fair Share of Existing Development

<u>Vehicle Trips Generated in Temple Terrace TAZ's, 2015*</u>	<u>206,483</u>
<u>Total Cost of Trips Generated By Existing Development</u>	<u>\$40,932,994</u>
<u>Total Cost of Trips Generated By New Development</u>	<u>\$3,712,006</u>

Sample Temple Terrace Mobility Fees compared with New Hillsborough County Mobility Fees ****Sample Calculation for New Single Family Residential Development**

Proposal: 100 single family units (ITE 210)

<u>Net new external daily vehicle trips</u>	<u>952</u>
<u>Net new external daily person trips (using 1.10 auto occupancy factor)</u>	<u>1,047</u>
<u>Temple Terrace Mobility Fee - \$1,381 per unit (100% full cost)</u>	<u>\$207,596</u>

<u>Hillsborough County Mobility Fee - \$2,577 per unit (40% full cost)</u>	<u>\$258,200</u>
<u>Hillsborough County Mobility Fee - \$3,221 per unit (50% full cost)</u>	<u>\$322,750</u>
<u>Hillsborough County Mobility Fee - \$3,865 per unit (60% full cost)</u>	<u>\$387,300</u>
<u>Hillsborough County Mobility Fee - \$4,509 per unit (70% full cost)</u>	<u>\$451,850</u>
<u>Hillsborough County Mobility Fee - \$5,154 per unit (80% full cost)</u>	<u>\$516,400</u>
<u>Hillsborough County Mobility Fee - \$5,798 per unit (90% full cost)</u>	<u>\$580,950</u>
<u>Hillsborough County Mobility Fee - \$6,422 per unit (100% full cost)</u>	<u>\$645,500</u>

Sample Calculation for Multi-Family Residential Development

Proposal: 300 apartments (ITE 220)

<u>Net new external daily vehicle trips</u>	<u>1,995</u>
<u>Net new external daily person trips (using 1.10 auto occupancy factor)</u>	<u>2,195</u>
<u>Temple Terrace Mobility Fee - \$964 per unit (100% full cost)</u>	<u>\$435,035</u>

<u>Hillsborough County Mobility Fee - \$1,669 per unit (40% full cost)</u>	<u>\$501,960</u>
<u>Hillsborough County Mobility Fee - \$2,087 per unit (50% full cost)</u>	<u>\$627,450</u>
<u>Hillsborough County Mobility Fee - \$2,504 per unit (60% full cost)</u>	<u>\$752,940</u>
<u>Hillsborough County Mobility Fee - \$2,921 per unit (70% full cost)</u>	<u>\$878,430</u>
<u>Hillsborough County Mobility Fee - \$3,338 per unit (80% full cost)</u>	<u>\$1,003,920</u>
<u>Hillsborough County Mobility Fee - \$3,756 per unit (90% full cost)</u>	<u>\$1,129,410</u>
<u>Hillsborough County Mobility Fee - \$4,183 per unit (100% full cost)</u>	<u>\$1,254,900</u>

Sample Calculation for New Office Development

Proposal: 50,000 s.f. office building (ITE 710)

<u>Net new external daily vehicle trips</u>	<u>552</u>
<u>Net new external daily person trips (using 1.10 auto occupancy factor)</u>	<u>607</u>
<u>Temple Terrace Mobility Fee - \$1,601 per 1,000 sq ft (100% full cost)</u>	<u>\$120,371</u>

<u>Hillsborough County Mobility Fee - \$3,633 per 1,000 sq ft (40% full cost)</u>	<u>\$181,660</u>
<u>Hillsborough County Mobility Fee - \$4,542 per sq ft (50% full cost)</u>	<u>\$227,075</u>
<u>Hillsborough County Mobility Fee - \$5,450 per sq ft (60% full cost)</u>	<u>\$272,490</u>
<u>Hillsborough County Mobility Fee - \$6,358 per sq ft (70% full cost)</u>	<u>\$317,905</u>
<u>Hillsborough County Mobility Fee - \$7,266 per sq ft (80% full cost)</u>	<u>\$363,320</u>
<u>Hillsborough County Mobility Fee - \$8,175 per sq ft (90% full cost)</u>	<u>\$408,735</u>
<u>Hillsborough County Mobility Fee - \$9,083 per 1,000 sq ft (100% full cost)</u>	<u>\$454,150</u>

Calculating a Mobility Fee Contribution (Temple Terrace Multi-Modal Transportation District)

<u>Total Cost of Multimodal Long-Term Improvement Program</u>	<u>\$44,645,000</u>
<u>Vehicle Trips Generated in Temple Terrace TAZ's, 2025</u>	<u>225,208</u>
<u>Multimodal Cost Per Trip (Daily Trips)</u>	<u>\$198</u>

Fair Share of Existing Development

<u>Vehicle Trips Generated in Temple Terrace TAZ's, 2015*</u>	<u>206,483</u>
<u>Total Cost of Trips Generated By Existing Development</u>	<u>\$40,932,994</u>
<u>Total Cost of Trips Generated By New Development</u>	<u>\$3,712,006</u>

Sample Calculation for New Shopping Center Development

<u>Proposal: 75,000 s.f. shopping center (ITE 820)</u>	
<u>Net new external daily vehicle trips (34% retail pass-by reduction)</u>	<u>2,114</u>
<u>Net new external daily person trips (using 1.10 auto occupancy factor)</u>	<u>2,325</u>
<u>Temple Terrace Mobility Fee - \$4,088 per 1,000 sq ft (100% full cost)</u>	<u>\$460,985</u>

<u>Hillsborough County Mobility Fee - \$4,097 per 1,000 sq ft (40% full cost)</u>	<u>\$307,260</u>
<u>Hillsborough County Mobility Fee - \$5,121 per sq ft (50% full cost)</u>	<u>\$384,075</u>
<u>Hillsborough County Mobility Fee - \$6,145 per sq ft (60% full cost)</u>	<u>\$460,890</u>
<u>Hillsborough County Mobility Fee - \$7,169 per sq ft (70% full cost)</u>	<u>\$537,705</u>
<u>Hillsborough County Mobility Fee - \$8,194 per sq ft (80% full cost)</u>	<u>\$614,520</u>
<u>Hillsborough County Mobility Fee - \$9,218 per sq ft (90% full cost)</u>	<u>\$691,335</u>
<u>Hillsborough County Mobility Fee - \$10,242 per 1,000 sq ft (100% full cost)</u>	<u>\$768,150</u>

Sample Calculation for New High Turnover Restaurant Development

<u>Proposal: 5,000 s.f. high turnover restaurant (ITE 932)</u>	
<u>Net new external daily vehicle trips (43% retail pass-by reduction)</u>	<u>362</u>
<u>Net new external daily person trips (using 1.10 auto occupancy factor)</u>	<u>398</u>
<u>Temple Terrace Mobility Fee - \$10,500 per 1,000 sq ft (100% full cost)</u>	<u>\$78,939</u>

<u>Hillsborough County Mobility Fee - \$4,097 per 1,000 sq ft (40% full cost)</u>	<u>\$63,762</u>
<u>Hillsborough County Mobility Fee - \$5,121 per sq ft (50% full cost)</u>	<u>\$79,703</u>
<u>Hillsborough County Mobility Fee - \$6,145 per sq ft (60% full cost)</u>	<u>\$95,643</u>
<u>Hillsborough County Mobility Fee - \$7,169 per sq ft (70% full cost)</u>	<u>\$111,584</u>
<u>Hillsborough County Mobility Fee - \$8,194 per sq ft (80% full cost)</u>	<u>\$127,524</u>
<u>Hillsborough County Mobility Fee - \$9,218 per sq ft (90% full cost)</u>	<u>\$143,465</u>
<u>Hillsborough County Mobility Fee - \$10,242 per 1,000 sq ft (100% full cost)</u>	<u>\$159,405</u>

Sample Calculation for New Mixed-Use Development

<u>Proposal: 250 apartments (ITE 220), 150 room hotel (ITE 310), 50,000 s.f. retail (ITE 820)</u>	
<u>Net new external daily vehicle trips (10% internal capture & 34% retail pass-by reduction)</u>	<u>5,023</u>
<u>Net new external daily person trips (using 1.10 auto occupancy factor)</u>	<u>5,525</u>
<u>Temple Terrace Mobility Fee - \$1,619 mixed use cost per unit/hotel room/1,000 sq ft retail (100% full cost) ***</u>	<u>\$1,095,330</u>

<u>Hillsborough County Mobility Fee - \$1,651 mixed use cost per unit/hotel room/1,000 sq ft retail (40% full cost) ***</u>	<u>\$743,058</u>
<u>Hillsborough County Mobility Fee - \$2,064 mixed use cost per unit/hotel room/1,000 sq ft retail (50% full cost) ***</u>	<u>\$928,823</u>
<u>Hillsborough County Mobility Fee - \$2,477 mixed use cost per unit/hotel room/1,000 sq ft retail (60% full cost) ***</u>	<u>\$1,114,587</u>
<u>Hillsborough County Mobility Fee - \$2,890 mixed use cost per unit/hotel room/1,000 sq ft retail (70% full cost) ***</u>	<u>\$1,300,352</u>
<u>Hillsborough County Mobility Fee - \$3,302 mixed use cost per unit/hotel room/1,000 sq ft retail (80% full cost) ***</u>	<u>\$1,486,116</u>
<u>Hillsborough County Mobility Fee - \$3,715 mixed use cost per unit/hotel room/1,000 sq ft retail (90% full cost) ***</u>	<u>\$1,671,881</u>
<u>Hillsborough County Mobility Fee - \$4,128 mixed use cost per unit/hotel room/1,000 sq ft retail (100% full cost) ***</u>	<u>\$1,857,645</u>

NOTES:

* Estimated using a 2016 update of the 2015 adopted Tampa Bay Regional Planning Model. 2015 trips estimated based on the assumption of constant growth on average from 2010 to 2030.

** Mobility Fee estimates may vary due to rounding.

*** Mixed use mobility fee estimate was based on the total number of trips for all uses and the actual fee may vary due to assumptions made in the calculations for each project.

Projects within the Mobility Fee Exemption Area (MFEA) [f/k/a Transportation Concurrency Exception Area (TCEA)], which consists of the Downtown Overlay District and Downtown Community Redevelopment Plan Overlay, are exempt from paying the mobility fee as an economic development incentive in these areas.

Attachment C: Staff Report

**City of Temple Terrace:
FY26–FY30 Capital Improvement Section (CIS) Schedule of
Projects Update Staff Report**

I. Introduction

The purpose of this report is to review the City of Temple Terrace's Capital Improvement Section (CIS) Schedule of Projects to meet the stipulations of Chapter 163, Florida Statutes. The City of Temple Terrace's Finance Department prepared the proposed FY26–FY30 CIS, identifying projects for five years beginning October 1, 2025, and continuing through September 30, 2030. Planning Commission and City staff then identified projects within the CIP addressing Levels of Service (LOS), which are included in the CIS Schedule update. The report reflects the draft data received as of August 22, 2025.

II. Review Requirements

Chapter 163, Florida Statutes, requires the CIS Schedule to be updated annually in the Comprehensive Plan. This CIS Schedule includes publicly or privately funded projects that help a local government achieve or maintain LOS for the five-year period and provides information on funding, timing, and priorities. Five-year capital plans of other agencies may be incorporated by reference rather than listed individually. These annual updates to the CIS may be processed through a local ordinance amending the Comprehensive Plan rather than the traditional Comprehensive Plan amendment process.

III. CIS Schedule Summary

Planning Commission staff identified those projects affecting LOS in the Comprehensive Plan. These projects comprise the CIS Schedule update, which is included at the conclusion of this staff report and pending City Council approval, will be adopted by the City of Temple Terrace ordinance into the Comprehensive Plan CIS in the fall of 2025. Table 1 summarizes the 86 projects identified as addressing LOS by the adopted LOS Program Area.

Table 1: CIS Schedule of Projects		
LOS Area	Number of Projects	Total Cost
Sanitation	9	\$3,300,000
Parks and Recreation	1	\$400,000
Stormwater	12	\$5,200,000
Transportation	18	\$12,145,000
Wastewater	29	\$11,910,000
Water	17	\$6,120,940
Total	86	\$39,075,940

The City determined how a CIS Schedule project addresses LOS. Categories include those addressing growth, repair/replacement to maintain LOS, or addressing a deficiency.

The City also included a list of long-range transportation projects planned for the ten-year time horizon to be incorporated into the Comprehensive Plan as part of the Schedule of Projects. Projects within the first five years are also included in the primary CIS Schedule document and the Planning Commission's staff analysis of those items. The projected spending allocated for the FY31-FY35 time horizon was not included in the staff's analysis, as these future projects are beyond the five-year time horizon of the CIP. HART and federally funded projects were also excluded from the analysis.

IV. Comprehensive Plan Goals, Objectives and Policies

The *Temple Terrace Comprehensive Plan* provides guidance as follows:

Capital Improvements Section

CAP Objective 1.1: To establish and employ an annual process of updating the Capital Improvements Section in order to guide construction of public facilities that eliminate existing deficiencies, repair or replace obsolete or worn-out facilities and accommodate future growth while maintaining adopted Levels of Service standards.

CAP Policy 1.1.6: Develop a 5-year Capital Improvements Program (CIP) as part of the City's annual budget adoption process.

CAP Policy 1.1.8: Adhere to the following ordered priorities for the inclusion and timing of capital improvement projects within the CIP, and thus for timing within the Capital Improvements Section:

- h) Projects that repair, remodel, renovate or replace obsolete or worn-out facilities that contribute to maintaining the City's adopted LOS standards,
- i) Projects that repair, remodel, renovate or replace obsolete or worn-out facilities that contribute to maintaining the City's other public infrastructure,
- j) Projects that reduce or eliminate LOS deficiencies for existing demand,
- k) Projects that provide the adopted LOS for new growth during the next five or fifteen fiscal years, as updated by the annual review of the Capital Improvements Section,
- l) Projects that significantly reduce the operating cost of providing a service or facility,
- m) Projects that provide new capacity for general government functions, and
- n) Projects that exceed adopted LOS standards by either providing excess public facility capacity that may be needed by future growth, or providing higher quality public facilities than those contemplated in the City's normal design criteria.

CAP Policy 1.1.9: Designate each capital improvements project in the CIP, the MMTD and the Capital Improvements Section as to whether the project represents repair and maintenance of existing capacity, new capacity to correct a deficiency or new capacity to satisfy new growth, and indicate within the CIP and the MMTD whether the project constitutes a Capital Improvements Section project.

CAP Objective 1.5: To verify priorities of the comprehensive plan by clearly demonstrating the ability to provide, or require provision, of all projects identified in the Schedule of Capital Improvement Projects.

CAP Policy 1.5.1: Provide, or arrange for others to provide, the public facilities listed in the appendices of the Schedule of Capital Improvements.

CAP Policy 1.5.5: Because potable water, waste water, solid waste, stormwater management and schools have dedicated revenue sources, the City should avoid using its general fund revenues and general obligation bonds to finance capital infrastructure projects for them.

CAP Policy 1.5.10: Ensure that all projects in the first three years of the City's CIP and Capital Improvements Section are funded with committed revenue sources. These may include ad valorem taxes, approved bonds, state and federal funds, impact fees, gas taxes, user charges, enforceable developer agreements and other tax revenues.

CAP Policy 1.5.11: Document committed and planned funding sources for years four and beyond of the City's Capital Improvements Program and Capital Improvements Section. Planned sources may include proposed bonds, grants (not yet secured), or other potential sources that require a referendum or are not yet secured.

CAP Policy 1.5.13: The Hillsborough County Metropolitan Planning Organization's (MPO) Transportation Improvement Program (TIP), Hillsborough Area Regional Transit's (HART's) Transit Development Plan (TDP) and Hillsborough County Public Schools Facilities Work Program are incorporated by reference into the Capital Improvements Section of the Comprehensive Plan.

Environmental Section

ENV Objective 3.1: Engage in and promote practices that result in energy conservation and efficiency.

ENV Policy 3.1.3: Study the potential for incorporating alternative energy sources at City-owned facilities and will continue to pursue energy-saving options for exterior lighting of City buildings and facilities.

Recreation and Open Space Section

RO Goal 1: Provide adequate and appropriately located recreational facilities and open spaces to all residents concurrent with demand to preserve and enhance the "vision" and character of Temple Terrace.

RO Objective 1.1: Continue to acquire and maintain parkland and open space to meet or exceed the adopted level of service standard of the Comprehensive Plan.

RO Policy 1.2.1: Maintain current inventory of public recreational lands.

RO Goal 3: Provide and maintain diverse parks, recreation facilities, and activities of high quality for all residents.

RO Objective 3.1: Optimize the usefulness of all existing and future recreation sites and facilities to assure efficient and effective service delivery to the greatest extent possible while also ensuring equitable and geographical distribution of recreation facilities and services to meet all residents' needs.

RO Objective 3.2: Continue to strive to provide accessible existing and future recreation sites through park renovations, when feasible, and adequate planning for new sites.

RO Policy 3.2.4: Consider including bicycle lanes on all roads in future roadway plans.

Mobility Section

MBY Goal 1: Provide a safe, efficient, environmentally sensitive, and integrated multimodal transportation system for the movement of people and goods in the City of Temple Terrace.

MBY Policy 1.3.4: Consider the use of traffic calming methods such as speed restrictions, traffic control devices, cul-de-sacs (restricting vehicular, but allowing bicycle and pedestrian movements), speed humps, or any combination so designed to provide a safe transportation network in residential neighborhoods.

MBY Objective 1.6: Proactively monitor the maintenance needs of transportation infrastructure to ensure safe operating conditions and to avoid costly reconstruction or replacement.

MBY Policy 1.6.1: Maintain existing transportation infrastructure under City jurisdiction to ensure safe operating conditions and to avoid costly reconstruction or replacement.

MBY Objective 2.1: Where feasible, integrate Complete Streets infrastructure and design features into street design and construction to create safe and inviting environments for all users to walk, bicycle, and use public transportation.

MBY Policy 2.1.1: In planning, designing, and constructing Complete Streets:

- Include infrastructure that promotes a safe means of travel for all users along the right of way, such as sidewalks, shared use paths, bicycle lanes, and paved shoulders.
- Include infrastructure that facilitates safe crossing of the right of way, such as accessible curb ramps, crosswalks, refuge islands, and pedestrian signals; such infrastructure must meet the needs of people with different types of disabilities and people of different ages.
- Ensure that sidewalks, crosswalks, public transportation stops and facilities, and other aspects of the transportation right of way are compliant with the Americans with Disabilities Act and meet the needs of people with different types of disabilities, including mobility impairments, vision impairments, hearing impairments, and others.
- Consider street design features and techniques, such as traffic calming circles, additional traffic calming mechanisms, narrow vehicle lanes, raised medians, dedicated transit lanes, transit priority signalization, transit bulb outs, road diets, high street connectivity, and physical buffers and separations between vehicular traffic and other users to promote safe and comfortable travel by pedestrians, bicyclists, and public transportation riders.
- Ensure use of additional features that improve the comfort and safety of users:
 - Provide pedestrian-oriented signs, pedestrian-scale lighting, benches and other street furniture, bicycle parking facilities, and comfortable and attractive public transportation stops and facilities.

- Encourage street trees, landscaping, and planting strips, including native plants where possible, in order to buffer traffic noise and protect and shade pedestrians and bicyclists.

Potable Water and Waste Water Section

PW/WW Objective 1.1: To achieve and maintain potable water and waste water facilities that meets or exceeds adopted levels of service for current development and for future development.

PW/WW Policy 1.1.6: Prepare an annual Capital Improvements Program to address all existing deficiencies and future needs of potable water and wastewater systems on a comprehensive basis.

PW/WW Objective 1.2: Manage growth so as to utilize existing potable water and waste water facilities efficiently.

PW/WW Policy 1.2.1: Require all new development and substantial redevelopment to be served by the City's centralized potable water distribution and wastewater collection systems.

Solid Waste Section

SW Objective 1.1: To achieve and maintain a solid waste collection system that meets or exceeds adopted levels of service for current development and for future development.

SW Policy 1.1.2: Prepare an annual Level of Service report to assess the extent of current and projected capacities and/or deficiencies within the solid waste collection system.

Stormwater Management Section

SM Objective 1.1: To achieve and maintain a drainage and stormwater treatment system that meets or exceeds adopted levels of service for current development and for future development.

SM Policy 1.1.2: Prioritize infrastructure programming based on existing facility deficiencies first, replacement and retrofitting of facilities second, and future facility needs third.

SM Policy 1.1.6: Continue inspection, maintenance, renovation, and replacement programs which will ensure the continued optimal operation of all existing stormwater facilities.

SM Policy 1.1.7: Continue to remove sediments from retention/detention ponds, and remove silt and vegetation from ditches and storm sewers to ensure the design capacity of existing facilities is maintained.

V. Staff Analysis

Planning Commission staff analyzed the CIS Schedule of Projects for consistency with the Comprehensive Plan. This analysis was threefold:

1. Examined the consistency of the LOS projects with CIS Schedule priorities as outlined in the CIS;

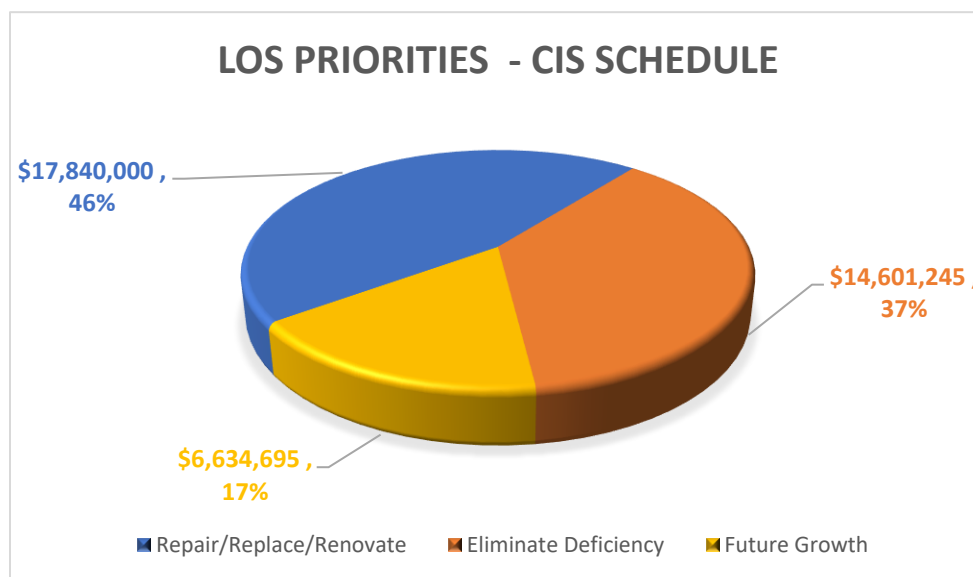
2. Reviewed funding sources and project timing for consistency with CIS Schedule policy guidance; and
3. Evaluated the overall CIS Schedule for consistency with the Comprehensive Plan Sections affecting public facilities and infrastructure (Potable Water, Wastewater, Recreation and Open Space, Solid Waste, Stormwater, and Mobility).

A. Consistency with CIS Schedule Priorities in the CIS

The following table and chart on the next page identify how the CIS Schedule projects address LOS through a breakdown of funding for projects that are:

1. Intended to replace, repair, remodel, or renovate obsolete or worn-out facilities that contribute to maintaining the City's adopted LOS standards;
2. Intended to reduce or eliminate LOS deficiencies for existing demand; or
3. Intended to provide the adopted LOS for future growth

Table 2: LOS Priorities - CIS Schedule		
Type	Number of Projects	Total Cost
Repair/Replace/Renovate	44	\$17,840,000
Eliminate Deficiency	19	\$14,601,245
Growth/Deficiency	0	\$0
Future Growth	23	\$6,634,695
Growth/Repair/Replace/Renovate	0	\$0
Total	86	\$39,075,940



Approximately 46% of the CIS Schedule funding is allocated to the repair/replacement/renovation of projects that contribute to maintaining the City's LOS standards. Per CAP Policy 1.1.9, this is

the top priority for CIS Schedule projects. The following two priorities, projects eliminating deficiencies or providing the adopted LOS for future growth, are also represented in the CIS Schedule. Therefore, the CIS Schedule is consistent with the project priorities outlined in the Capital Improvements Section.

B. Consistency with Funding Source Criteria

CAP Policy 1.5.5 states that as potable water, sewer, solid waste, stormwater management, and schools have dedicated funding sources, the City should avoid using its general fund revenues for these capital improvement projects. Planning Commission staff examined the projects funded by general revenues, and none of these program categories are included.

CAP Policies 1.5.10 and CAP 1.5.11 speak to the funding sources and timing of the project. Projects within the first three years must be funded with committed revenue sources (taxes, impact fees, user charges, etc.), while those projects for years four and beyond may include unsecured funding sources. Planning Commission staff reviewed the sources and timing of funding for CIP projects. It confirmed that the projects meet this policy direction in the Comprehensive Plan.

Based on this review, Planning Commission staff determined that the FY26-FY30 CIS Schedule is consistent with the funding source criteria in the Comprehensive Plan.

C. Consistency with Comprehensive Plan Sections Affecting Public Facilities and Infrastructure

The final step in examining the CIS consistency with the Comprehensive Plan was to examine the individual CIS Schedule of Projects and their consistency with the Goals, Objectives, and Policies of the various Comprehensive Plan Sections affecting public facilities (Potable Water and Wastewater, Solid Waste, Recreation, and Open Space, Stormwater and Mobility).

Overall, the CIS Schedule of Projects were consistent with the Comprehensive Plan direction, and many projects specifically furthered individual Objectives and Policies. Table 3 is a selection of several representative projects:

Table 3: Representative Projects Furthering Comprehensive Plan Objectives and Policies	
Project	Objectives/Policies
Water and Force Main Construction Projects	Potable Water and Waste Water Policy 1.2.1
Stormwater Retention Pond Rehabilitation	Stormwater Policy 1.1.7
Sidewalks Projects	Mobility Policy 2.1.1
Recreation and Park Construction Project	Recreation and Open Space Objective 1.1
Sanitation Vehicles	Solid Waste Objective 1.1

VII. Conclusion

Staff completed its review of all relevant material, including the applicable Comprehensive Plan Goals, Objectives, and Policies, and concludes that the City of Temple Terrace's proposed FY26-FY30 CIS Schedule of Projects Update is **CONSISTENT** with the *Temple Terrace Comprehensive Plan* and is coordinated with the plans of the adjacent jurisdictions.

City of Temple Terrace:
Five-Year Capital Improvement Schedule of
Projects for FY 2026-26 Through FY 2029-30
&
10-Year Long-Term Improvements for The
Multi-Modal Transportation District for FY 2025-26 Through
FY 2034-2035 Into the Schedule of Projects

CITY OF TEMPLE TERRACE
FIVE-YEAR CAPITAL IMPROVEMENT SECTION (CIS) SCHEDULE OF PROJECTS
FY 2026 THROUGH FY 2030

Sanitation

Division/Description	Account #	CIE	Cost of Five-Year Program	NEW BUDGET FY 22-23 REQUEST	NEW BUDGET FY 23-24	NEW BUDGET FY 24-25	NEW BUDGET FY 25-26	NEW BUDGET FY 26-27
Commercial Front Load Truck 19	480-2031-534.64-12	R	\$400,000	\$0	\$400,000	\$0	\$0	\$0
Commercial Front Load Truck 17	480-2031-534.64-12	R	\$450,000	\$0	\$0	\$0	\$450,000	\$0
Commercial Delivery Truck 16	480-2031-534.64-12	R	\$200,000	\$0	\$0	\$200,000	\$0	\$0
Commercial Roll Off Truck 11	480-2031-534.64-12	R	\$325,000	\$0	\$0	\$325,000	\$0	\$0
Commercial Roll Off Truck 24	480-2031-534.64-12	R	\$350,000	\$0	\$0	\$0	\$0	\$350,000
Residential Rearload Sanitation Truck 9	480-2041-534.64-12	R	\$300,000	\$300,000	\$0	\$0	\$0	\$0
Residential Rearload Sanitation Truck 15	480-2041-534.64-12	R	\$700,000	\$300,000	\$0	\$0	\$400,000	\$0
Bulk Garbage Truck 12	480-2041-534.64-12	R	\$275,000	\$0	\$275,000	\$0	\$0	\$0
Bulk Garbage Truck 10	480-2041-534.64-12	R	\$300,000	\$0	\$0	\$300,000	\$0	\$0
SANITATION			\$3,300,000	\$600,000	\$675,000	\$825,000	\$850,000	\$350,000

Parks and Rec

Riverhills Park Construction	170-1896-572.63-27	R	\$ 400,000	\$ 400,000	\$0	\$0	\$0	\$0
PARKS & RECREATION TOTAL			\$400,000	\$400,000	\$0	\$0	\$0	\$0

Transportation

Sidewalks, Ramps, Curbs Rehab	130-1723-541.63-13	D	\$40,000	\$40,000	\$0	\$0	\$0	\$0
Sidewalks, Ramps, Curbs - Construction	130-1723-541.63-13	D	\$270,000	\$270,000	\$0	\$0	\$0	\$0
S Burlingame Ave Sidewalk Rehab	130-1723-541.63-13	D	\$50,000	\$50,000	\$0	\$0	\$0	\$0
Sidewalk Grinder	130-1723-541.64-99	G	\$60,000	\$60,000	\$0	\$0	\$0	\$0
Street Resurfacing Projects-Non Surtax	130-1724-541.63-11	D	\$1,500,000	\$1,500,000	\$0	\$0	\$0	\$0
Street Resurfacing Projects-Surtax	130-1724-541.63-11	D	\$7,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Street Signage Upgrades and Replacement	130-1724-541.63-11	R	\$25,000	\$25,000	\$0	\$0	\$0	\$0
Pavement Markings	130-1724-541.63-11	D	\$25,000	\$25,000	\$0	\$0	\$0	\$0
Ridgedale Road Complete Street Design	130-1724-541.63-11	G	\$150,000		\$0	\$0	\$150,000	\$0
Ridgedale Road Complete Street Construction	130-1724-541.63-11	G	\$500,000		\$0	\$0	\$0	\$500,000
Sunnyside Road Complete Street Construction	130-1724-541.63-11	G	\$1,000,000	\$500,000	\$500,000	\$0	\$0	\$0
Miscellaneous Bicycle Projects (use carry-over)	130-1724-541.63-14	G	\$0	\$0	\$0	\$0	\$0	\$0
Sidewalks, Ramps, Curbs - Construction	145-1723-541.63-13	D	\$50,000	\$50,000	\$0	\$0	\$0	\$0
Fern Cliff Ave Sidewalk Phase 2	145-1723-541.63-13	G	\$125,000	\$125,000	\$0	\$0	\$0	\$0
Scout Park Sidewalk Extension - Construction	145-1723-541.63-13	D	\$50,000		\$0	\$50,000	\$0	\$0
West River Dr and Vanderbaker Rd - Design	145-1723-541.63-13	G	\$200,000		\$0	\$0	\$0	\$200,000
Woodstork Rd Sidewalk Extension - Design	145-1723-541.63-13	G	\$100,000		\$0	\$100,000	\$0	\$0

Woodstork Rd Sidewalk Extension - Construction	145-1723-541.63-13	G	\$500,000		\$0	\$0	\$500,000	\$0
	Total		\$12,145,000	\$4,145,000	\$2,000,000	\$1,650,000	\$2,150,000	\$2,200,000

Stormwater

Submersible Pump Replacements (carry-over 25k until fundin	130-1721-541.63-17	R	\$0		\$0	\$0	\$0	\$0
Stormwater Retention Pond Rehab	130-1721-541.63-17	D	\$750,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Stormwater Pipe Lining	130-1721-541.63-17	D	\$200,000	\$200,000	\$0	\$0	\$0	\$0
Telecom Complex Ditch Maintenance	130-1721-541.63-17	D	\$100,000		\$0	\$100,000	\$0	\$0
Gascon Pl Pipe Replacement	130-1721-541.63-17	R	\$200,000		\$0	\$0	\$200,000	\$0
Pleasant Terrace Storwmwater - Design	130-1721-541.63-17	D	\$450,000		\$0	\$150,000	\$150,000	\$150,000
Pleasant Terrace Storwmwater - Construction	130-1721-541.63-17	D	\$2,000,000		\$0	\$0	\$1,000,000	\$1,000,000
Brentwood Dr and S Riverhills Dr - Construction	130-1721-541.63-17	D	\$750,000	\$750,000	\$0	\$0	\$0	\$0
CDS Unit at River Hills Pond - Design	130-1721-541.63-17	G	\$50,000		\$0	\$50,000	\$0	\$0
CDS Unit at River Hills Pond - Construction	130-1721-541.63-17	G	\$500,000		\$0	\$0	\$500,000	\$0
CDS Glen Arven - Screen Repair	130-1721-541.63-17	D	\$50,000		\$50,000	\$0	\$0	\$0
Flooding Bypass Pump	130-1721-541.64-99	G	\$150,000	\$150,000	\$0	\$0	\$0	\$0
Total			\$5,200,000	\$1,250,000	\$200,000	\$450,000	\$2,000,000	\$1,300,000

Sewer

Lift Station Monitoring SCADA (5)	410-1931-535.64-99	R	\$100,000	\$100,000	\$0	\$0	\$0	\$0
Generator Trailer	410-1931-535.64-99	R	\$15,000	\$15,000	\$0	\$0	\$0	\$0
Submersible Lift Station Pump	430-1931-535.63-33	R	\$375,000		\$85,000	\$90,000	\$100,000	\$100,000
Sewer Main Rehabilitation (Lining)	430-1931-535.63-34	R	\$800,000		\$200,000	\$200,000	\$200,000	\$200,000
Sewer Manhole Rehabilitation	430-1931-535.63-34	R	\$300,000		\$75,000	\$75,000	\$75,000	\$75,000
Lift Station A Force Main - Construction	430-1931-535.63-34	R	\$900,000		\$0	\$0	\$0	\$900,000
Terrace Oaks 4" Force Main Replacement Design/Permitting	430-1931-535.63-34	R	\$100,000	\$100,000	\$0	\$0	\$0	\$0
Terrace Oaks 4" Force Main Replacement Construction	430-1931-535.63-34	R	\$500,000		\$0	\$500,000	\$0	\$0
Queensway and Fowler Gravity Main Crossing Construction	430-1931-535.63-34	R	\$400,000	\$400,000	\$0	\$0	\$0	\$0
Lift Station SB Construction	430-3899-535.63-33	R	\$2,000,000	\$2,000,000	\$0	\$0	\$0	\$0
Lift Station D Design	430-3899-535.63-33	R	\$100,000		\$0	\$100,000	\$0	\$0
Lift Station D Construction	430-3899-535.63-33	R	\$700,000		\$0	\$0	\$700,000	\$0
Lift Station Hidden Oaks Design/Permitting	430-3899-535.63-33	R	\$50,000		\$0	\$0	\$50,000	\$0
Lift Station Hidden Oaks Construction	430-3899-535.63-33	R	\$800,000		\$0	\$0	\$0	\$800,000
Lift Station Tupelo South Design/Permitting	430-3899-535.63-33	R	\$150,000	\$150,000	\$0	\$0	\$0	\$0
Lift Station Tupelo South Construction	430-3899-535.63-33	R	\$500,000		\$500,000	\$0	\$0	\$0
Lift Station Orange River Design/Permitting	430-3899-535.63-33	R	\$50,000		\$0	\$0	\$50,000	\$0
Lift Station Orange River Construction	430-3899-535.63-33	R	\$400,000		\$0	\$0	\$0	\$400,000
Lift Station Primrose Construction	430-3899-535.63-33	R	\$285,000		\$0	\$285,000	\$0	\$0
Lift Station North Riverhills Design/Permitting	430-3899-535.63-33	R	\$0		\$0	\$0	\$0	\$0
Lift Station North Riverhills Construction	430-3899-535.63-33	R	\$305,000		\$0	\$305,000	\$0	\$0
Lift Station Sequoia Design/Permitting	430-3899-535.63-33	R	\$0		\$0	\$0	\$0	\$0
Lift Station Sequoia Construction	430-3899-535.63-33	R	\$250,000		\$0	\$0	\$250,000	\$0

Lift Station Pyramid Design and Construction	430-3899-535.63-33	R	\$150,000	\$150,000	\$0	\$0	\$0	\$0
Lift Station Gail Design/Permitting	430-3899-535.63-33	R	\$60,000		\$0	\$0	\$60,000	\$0
Lift Station Cypress Design/Permitting	430-3899-535.63-33	R	\$60,000		\$0	\$0	\$60,000	\$0
Pump Truck	450-1931-535.64-12	G	\$260,000	\$260,000	\$0	\$0	\$0	\$0
Davis Road Force Main Phases - Design	450-1931-535.63.33	G	\$300,000	\$150,000	\$150,000	\$0	\$0	\$0
Davis Road Force Main Phases - Construction	450-1931-535.63.33	G	\$2,000,000	\$0	\$1,000,000	\$1,000,000	\$0	\$0
SEWER TOTAL			\$11,910,000	\$3,325,000	\$2,010,000	\$2,555,000	\$1,545,000	\$2,475,000

Water

Easy Link Meter Reading Box	410-1250-536.64-23	G	\$15,000	\$15,000	\$0	\$0	\$0	\$0
Water Treatment Facility Building Improvements	410-1921-533.62-41	D	\$100,000		\$25,000	\$25,000	\$25,000	\$25,000
Perimeter Wall - Design	410-1921-533.62-41	D	\$100,000		\$100,000	\$0	\$0	\$0
Perimeter Wall - Construction	410-1921-533.62-41	D	\$350,000		\$0	\$350,000	\$0	\$0
Scada Conversion	410-1921-533.63-31	R	\$100,000	\$100,000	\$0	\$0	\$0	\$0
Reactor Valves Conversion	410-1921-533.63-31	R	\$165,000	\$165,000	\$0	\$0	\$0	\$0
Chlorine Conversion Gas/Sodium Hypochlorite	410-1922-533.63-32	D	\$266,245	\$266,245	\$0	\$0	\$0	\$0
Bannockburn/Downs Ave Water Main Construction	410-1922-533.63-32	R	\$4,000,000		\$0	\$2,000,000	\$0	\$2,000,000
Liberty Ave/E 112th Ave Water Main - Design	410-1922-533.63-32	R	\$200,000		\$0	\$0	\$200,000	\$0
Portable Genset-Gnerator for Light Tower	410-1922-533.64-99	G	\$25,000	\$25,000	\$0	\$0	\$0	\$0
Valve Exerciser on Skid (Back of Ford F-550)	410-1922-533.64-99	G	\$89,695	\$89,695	\$0	\$0	\$0	\$0
Backhoe	410-1922-533.64-99	G	\$100,000	\$0	\$100,000	\$0	\$0	\$0
Generator for Well #11	410-1922-533.64-99	G	\$80,000	\$80,000				\$0
Ford F-550 Utility Truck	410-1922-533.64-12	R	\$100,000	\$100,000	\$0	\$0	\$0	\$0
iHydrant 5-Year Program	440-1922-533.63-32	G	\$80,000	\$40,000	\$40,000	\$0	\$0	\$0
N 55th St Watermain Construction	125-1922-533.63-32	G	\$300,000	\$300,000	\$0	\$0	\$0	\$0
N 55th St Watermain Design	125-1922-533.63-32	G	\$50,000	\$50,000	\$0	\$0	\$0	\$0
WATER TOTAL			\$6,120,940	\$1,230,940	\$265,000	\$2,375,000	\$225,000	\$2,025,000

CIS TOTAL	\$39,075,940	\$10,950,940	\$5,150,000	\$7,855,000	\$6,770,000	\$8,350,000
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**FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF PROJECTS FOR FY 2025-26 THROUGH FY 2029-30 AND 10 YEAR LONG-TERM IMPROVEMENTS
FOR THE MULTI-MODAL TRANSPORTATION DISTRICT FOR 2025 - 2034 INTO THE SCHEDULE OF PROJECTS**

PROJECTS	Yearly Cost	Total Cost	Fund	Project	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	2031-2035
Transit Network Projects (Temple Terrace Share of Capital Costs) [1]										
Future Unfunded Bus Shelters (Pads & Benches @ \$70,000 ea.) - Coordinate with HART	\$140,000		HART (not yet funded)							
Funded Bus Shelters - 56TH St @ 131st Ave	\$140,000		HART							
Street Improvements										
Pavement Management Plan/Structural Resurfacing Projects/Design	\$10,500,000		Gas tax	33-PMP	\$1,500,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Miscellaneous Pavement Marking	\$500,000		Gas tax	33-500 (311)	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Signage Upgrades & Replacement	\$500,000		Gas tax		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Bertha Palmer Boulevard Intersection Improvement	\$750,000		Grants & other revenue							\$750,000
CDBG Improvements	\$2,300,000		Grants & other revenue		\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$1,150,000
	\$11,500,000		Gas tax		\$1,600,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$5,500,000
	\$3,050,000		Grants & other		\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$1,900,000
	\$14,550,000		Total		\$1,830,000	\$1,330,000	\$1,330,000	\$1,330,000	\$1,330,000	\$7,400,000
Sidewalks [5,6]										
Sidewalks, Ramps, Curbs	\$3,350,000		Gas tax	34-659 (303)	\$290,000	\$340,000	\$340,000	\$340,000	\$340,000	\$1,700,000
ADA Compliance / Transition Plan - Multiple locations (unspecified)	\$200,000		Gas tax	34-xxx (304)	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
S Burlingame Ave Sidewalk Improvements	\$50,000		Gas tax			\$50,000				
Fern Cliff Ave Sidewalk	\$125,000		Gas tax			\$125,000				
Riverside Park Pedestrian Bridge Improvements	\$100,000		Gas tax		\$100,000					
Rainbow Sidewalk Improvements	\$175,000		Gas tax							\$175,000
Scout Park Sidewalk Extension	\$50,000		Gas tax				\$50,000			
Telecom Dr Sidewalk Extension	\$50,000		Gas tax		\$50,000					
Temple Terrace Elementary School Sidewalk Improvements	\$125,000		Gas tax							\$125,000
West River Dr and Vanderbaker Rd Sidewalk Extension	\$950,000		Gas tax						\$200,000	\$750,000
Woodstork Rd Sidewalk Extension	\$600,000		Gas tax				\$100,000	\$500,000		
78th St Sidewalk Extension	\$750,000		Gas tax							\$750,000
	\$6,525,000		Gas tax		\$460,000	\$535,000	\$510,000	\$860,000	\$560,000	\$3,600,000
	\$0		Mobility Fee		\$0	\$0	\$0	\$0	\$0	\$0
	\$6,525,000		Total		\$460,000	\$535,000	\$510,000	\$860,000	\$560,000	\$3,600,000
Traffic Signal Improvements										
Grovehill Rd./N. 56th St. - Signal improvements at intersection	\$750,000		Mobility Fee	30-103						\$750,000
	\$750,000		Mobility Fee		\$0	\$0	\$0	\$0	\$0	\$750,000
	\$750,000		Total		\$0	\$0	\$0	\$0	\$0	\$750,000
Multi-Use Trails										
Tampa Bypass Canal Trail - Harney Rd to Fowler Ave [4]	\$1,000,000		Grants & other revenue							\$1,000,000
Telecom Parkway Multi-Use Path #1 (2-mile along TECO ROW; from Fletcher Ave to Fowler Ave) [5]	\$2,500,000		Grants & other revenue							\$2,500,000
Telecom Parkway Multi-Use Path #2 (0.5-miles along Hollow Stump Rd)	\$1,000,000		Grants & other revenue							\$1,000,000
Shared-use path to connect Temple Terrace to USF (TECO and RR r.o.w., South of Fowler Ave and North of 113th Ave) to Park & Ride Lot by City Hall [5]	\$1,500,000		Grants & other revenue							\$1,500,000

**FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF PROJECTS FOR FY 2025-26 THROUGH FY 2029-30 AND 10 YEAR LONG-TERM IMPROVEMENTS
FOR THE MULTI-MODAL TRANSPORTATION DISTRICT FOR 2025 - 2034 INTO THE SCHEDULE OF PROJECTS**

PROJECTS	Yearly Cost	Total Cost	Fund	Project	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	2031-2035
USF Trail along south side of E. Fletcher Ave., from N. 50th St. to south on Hollow Stump and then east along E. 127th Ave. to Morris Bridge Rd. [4]		\$1,500,000	Grants & other revenue							\$1,500,000
Morris Bridge Rd. Multi-Use Trail connection, E. Fletcher Ave. to E. Fowler Ave., for Tampa ByPass Canal and USF Trails		\$4,000,000	Grants & other revenue							\$4,000,000
Old Railway Multi-Use Path [5] (Bridge from Whiteway Ave over River to Temple Terrace Hwy)		\$5,000,000	Gas tax							\$5,000,000
		\$8,000,000	Grants & other revenue		\$0	\$0	\$0	\$0	\$0	\$8,000,000
		\$5,000,000	Gas tax		\$0	\$0	\$0	\$0	\$0	\$5,000,000
		\$0	Mobility Fee		\$0	\$0	\$0	\$0	\$0	\$0
		\$13,000,000	Total		\$0	\$0	\$0	\$0	\$0	\$13,000,000
Bicycle Facilities [10]										
122nd Avenue from 56th St to City Limits		\$100,000	Mobility Fee							\$100,000
127th Avenue from 56th St to City Limits		\$100,000	Mobility Fee							\$100,000
Miscellaneous Bicycle Projects (signage, design, & construction)		\$470,000	Gas tax		\$35,000	\$40,000	\$45,000	\$50,000	\$50,000	\$250,000
		\$200,000	Mobility Fee		\$0	\$0	\$0	\$0	\$0	\$200,000
		\$470,000	Gas tax		\$35,000	\$40,000	\$45,000	\$50,000	\$50,000	\$250,000
		\$670,000	Total		\$35,000	\$40,000	\$45,000	\$50,000	\$50,000	\$450,000
Complete Streets										
Golf Cart Crossing at Fowler Ave		\$1,000,000	Grants & other revenue							\$1,000,000
Bullard Pkwy/Temple Terrace Hwy Complete Streets [4]		\$750,000	Mobility Fee							\$750,000
Grovehill Rd Complete Streets		\$600,000	Mobility Fee							\$600,000
Druid Hills Rd/Serena Dr Complete Streets		\$700,000	Mobility Fee							\$700,000
Overlook Dr Complete Streets		\$300,000	Mobility Fee							\$300,000
Ridgedale Rd Complete Streets		\$1,650,000	Mobility Fee						\$150,000	\$1,500,000
N Riverhills Dr Complete Streets		\$700,000	Mobility Fee							\$700,000
S Riverhills Dr Complete Streets		\$300,000	Mobility Fee							\$300,000
Temple Heights Rd Complete Streets		\$200,000	Mobility Fee							\$200,000
Whiteway Dr Complete Streets		\$700,000	Mobility Fee							\$700,000
Sunnyside Rd Complete Streets		\$1,150,000	Mobility Fee		\$ 150,000	\$ 500,000	\$500,000			
CRA Ped Plan Improvements		\$1,100,000	Grants & other revenue							\$1,100,000
		\$7,050,000	Mobility Fee		\$150,000	\$500,000	\$500,000	\$0	\$150,000	\$5,750,000
		\$2,100,000	Grants & other revenue		\$0	\$0	\$0	\$0	\$0	\$2,100,000
		\$9,150,000	Total		\$150,000	\$500,000	\$500,000	\$0	\$150,000	\$7,850,000
TOTAL COSTS BY FUND SOURCE		TOTALS			FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	2031-2035
Gas tax		\$23,495,000			\$2,095,000	\$1,675,000	\$1,655,000	\$2,010,000	\$1,710,000	\$14,350,000
Mobility Fee		\$8,000,000			\$150,000	\$500,000	\$500,000	\$0	\$150,000	\$6,700,000
Grants & other revenues		\$13,150,000			\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$12,000,000
GRAND TOTAL (ALL FUND SOURCES)		\$44,645,000			\$2,475,000	\$2,405,000	\$2,385,000	\$2,240,000	\$2,090,000	\$33,050,000
GRAND TOTAL (- Mobility Fee Projects)		\$36,645,000			\$2,325,000	\$1,905,000	\$1,885,000	\$2,240,000	\$1,940,000	\$26,350,000

NOTES:

**FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE OF PROJECTS FOR FY 2025-26 THROUGH FY 2029-30 AND 10 YEAR LONG-TERM IMPROVEMENTS
FOR THE MULTI-MODAL TRANSPORTATION DISTRICT FOR 2025 - 2034 INTO THE SCHEDULE OF PROJECTS**

PROJECTS	Yearly Cost	Total Cost	Fund	Project	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	2031-2035
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* Required to achieve and maintain multimodal Level of Service standards.
 [1] Transit improvements will be coordinated with HART.
 [2] Contingent on agreement with Hillsborough County.
 [3] Contingent on agreement with TECO.

Calculating a Mobility Fee Contribution (Temple Terrace Multi-Modal Transportation District)

Total Cost of Multimodal Long-Term Improvement Program	\$44,645,000
Vehicle Trips Generated in Temple Terrace TAZ's, 2025	225,208
Multimodal Cost Per Trip (Daily Trips)	\$198

Fair Share of Existing Development

Vehicle Trips Generated in Temple Terrace TAZ's, 2015*	206,483
Total Cost of Trips Generated By Existing Development	\$40,932,994
Total Cost of Trips Generated By New Development	\$3,712,006

Sample Temple Terrace Mobility Fees compared with New Hillsborough County Mobility Fees ****Sample Calculation for New Single Family Residential Development**

Proposal: 100 single family units (ITE 210)

Net new external daily vehicle trips	952
Net new external daily person trips (using 1.10 auto occupancy factor)	1,047
Temple Terrace Mobility Fee - \$1,381 per unit (100% full cost)	\$207,596

Hillsborough County Mobility Fee - \$2,577 per unit (40% full cost)	\$258,200
Hillsborough County Mobility Fee - \$3,221 per unit (50% full cost)	\$322,750
Hillsborough County Mobility Fee - \$3,865 per unit (60% full cost)	\$387,300
Hillsborough County Mobility Fee - \$4,509 per unit (70% full cost)	\$451,850
Hillsborough County Mobility Fee - \$5,154 per unit (80% full cost)	\$516,400
Hillsborough County Mobility Fee - \$5,798 per unit (90% full cost)	\$580,950
Hillsborough County Mobility Fee - \$6,422 per unit (100% full cost)	\$645,500

Sample Calculation for Multi-Family Residential Development

Proposal: 300 apartments (ITE 220)

Net new external daily vehicle trips	1,995
Net new external daily person trips (using 1.10 auto occupancy factor)	2,195
Temple Terrace Mobility Fee - \$964 per unit (100% full cost)	\$435,035

Hillsborough County Mobility Fee - \$1,669 per unit (40% full cost)	\$501,960
Hillsborough County Mobility Fee - \$2,087 per unit (50% full cost)	\$627,450
Hillsborough County Mobility Fee - \$2,504 per unit (60% full cost)	\$752,940
Hillsborough County Mobility Fee - \$2,921 per unit (70% full cost)	\$878,430
Hillsborough County Mobility Fee - \$3,338 per unit (80% full cost)	\$1,003,920
Hillsborough County Mobility Fee - \$3,756 per unit (90% full cost)	\$1,129,410
Hillsborough County Mobility Fee - \$4,183 per unit (100% full cost)	\$1,254,900

Sample Calculation for New Office Development

Proposal: 50,000 s.f. office building (ITE 710)

Net new external daily vehicle trips	552
Net new external daily person trips (using 1.10 auto occupancy factor)	607
Temple Terrace Mobility Fee - \$1,601 per 1,000 sq ft (100% full cost)	\$120,371

Hillsborough County Mobility Fee - \$3,633 per 1,000 sq ft (40% full cost)	\$181,660
Hillsborough County Mobility Fee - \$4,542 per sq ft (50% full cost)	\$227,075
Hillsborough County Mobility Fee - \$5,450 per sq ft (60% full cost)	\$272,490
Hillsborough County Mobility Fee - \$6,358 per sq ft (70% full cost)	\$317,905
Hillsborough County Mobility Fee - \$7,266 per sq ft (80% full cost)	\$363,320
Hillsborough County Mobility Fee - \$8,175 per sq ft (90% full cost)	\$408,735
Hillsborough County Mobility Fee - \$9,083 per 1,000 sq ft (100% full cost)	\$454,150

Calculating a Mobility Fee Contribution (Temple Terrace Multi-Modal Transportation District)

Total Cost of Multimodal Long-Term Improvement Program	\$44,645,000
Vehicle Trips Generated in Temple Terrace TAZ's, 2025	225,208
Multimodal Cost Per Trip (Daily Trips)	\$198

Fair Share of Existing Development

Vehicle Trips Generated in Temple Terrace TAZ's, 2015*	206,483
Total Cost of Trips Generated By Existing Development	\$40,932,994
Total Cost of Trips Generated By New Development	\$3,712,006

Sample Calculation for New Shopping Center Development

Proposal: 75,000 s.f. shopping center (ITE 820)

Net new external daily vehicle trips (34% retail pass-by reduction)	2,114
Net new external daily person trips (using 1.10 auto occupancy factor)	2,325
Temple Terrace Mobility Fee - \$4,088 per 1,000 sq ft (100% full cost)	\$460,985

Hillsborough County Mobility Fee - \$4,097 per 1,000 sq ft (40% full cost)	\$307,260
Hillsborough County Mobility Fee - \$5,121 per sq ft (50% full cost)	\$384,075
Hillsborough County Mobility Fee - \$6,145 per sq ft (60% full cost)	\$460,890
Hillsborough County Mobility Fee - \$7,169 per sq ft (70% full cost)	\$537,705
Hillsborough County Mobility Fee - \$8,194 per sq ft (80% full cost)	\$614,520
Hillsborough County Mobility Fee - \$9,218 per sq ft (90% full cost)	\$691,335
Hillsborough County Mobility Fee - \$10,242 per 1,000 sq ft (100% full cost)	\$768,150

Sample Calculation for New High Turnover Restaurant Development

Proposal: 5,000 s.f. high turnover restaurant (ITE 932)

Net new external daily vehicle trips (43% retail pass-by reduction)	362
Net new external daily person trips (using 1.10 auto occupancy factor)	398
Temple Terrace Mobility Fee - \$10,500 per 1,000 sq ft (100% full cost)	\$78,939

Hillsborough County Mobility Fee - \$4,097 per 1,000 sq ft (40% full cost)	\$63,762
Hillsborough County Mobility Fee - \$5,121 per sq ft (50% full cost)	\$79,703
Hillsborough County Mobility Fee - \$6,145 per sq ft (60% full cost)	\$95,643
Hillsborough County Mobility Fee - \$7,169 per sq ft (70% full cost)	\$111,584
Hillsborough County Mobility Fee - \$8,194 per sq ft (80% full cost)	\$127,524
Hillsborough County Mobility Fee - \$9,218 per sq ft (90% full cost)	\$143,465
Hillsborough County Mobility Fee - \$10,242 per 1,000 sq ft (100% full cost)	\$159,405

Sample Calculation for New Mixed-Use Development

Proposal: 250 apartments (ITE 220), 150 room hotel (ITE 310), 50,000 s.f. retail (ITE 820)

Net new external daily vehicle trips (10% internal capture & 34% retail pass-by reduction)	5,023
Net new external daily person trips (using 1.10 auto occupancy factor)	5,525
Temple Terrace Mobility Fee - \$1,619 mixed use cost per unit/hotel room/1,000 sq ft retail (100% full cost) ***	\$1,095,330

Hillsborough County Mobility Fee - \$1,651 mixed use cost per unit/hotel room/1,000 sq ft retail (40% full cost) ***	\$743,058
Hillsborough County Mobility Fee - \$2,064 mixed use cost per unit/hotel room/1,000 sq ft retail (50% full cost) ***	\$928,823
Hillsborough County Mobility Fee - \$2,477 mixed use cost per unit/hotel room/1,000 sq ft retail (60% full cost) ***	\$1,114,587
Hillsborough County Mobility Fee - \$2,890 mixed use cost per unit/hotel room/1,000 sq ft retail (70% full cost) ***	\$1,300,352
Hillsborough County Mobility Fee - \$3,302 mixed use cost per unit/hotel room/1,000 sq ft retail (80% full cost) ***	\$1,486,116
Hillsborough County Mobility Fee - \$3,715 mixed use cost per unit/hotel room/1,000 sq ft retail (90% full cost) ***	\$1,671,881
Hillsborough County Mobility Fee - \$4,128 mixed use cost per unit/hotel room/1,000 sq ft retail (100% full cost) ***	\$1,857,645

NOTES:

* Estimated using a 2016 update of the 2015 adopted Tampa Bay Regional Planning Model. 2015 trips estimated based on the assumption of constant growth on average from 2010 to 2030.

** Mobility Fee estimates may vary due to rounding

*** Mixed use mobility fee estimate was based on the total number of trips for all uses and the actual fee may vary due to assumptions made in the calculations for each project.

Projects within the Mobility Fee Exemption Area (MFEA) [f/k/a Transportation Concurrency Exception Area (TCEA)], which consists of the Downtown Overlay District and Downtown Community Redevelopment Plan Overlay, are exempt from paying the mobility fee as an economic development incentive in these areas.

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**Hillsborough County
City-County
Planning Commission**

October 27, 2025

Nigel M. Joseph, Ph.D., Chair

Jess Louk, Vice-Chair

Alissa Sieben,
Member-at-Large

Bryce Bowden

Giovanny Cardenas

Steve Cona, III

Michael Jemison

Karen Kress, AICP

Rick Kugler

Evangeline Linkous, Ph.D, AICP

Tony Rodriguez, AICP
(Ex-Officio) MacDill AFB

Michelle Orton
(Ex-Officio) Hillsborough County
Public Schools

Melissa E. Zornitta, FAICP
Executive Director

Mayor Andy Ross
Carlos Baia, City Manager
City of Temple Terrace
11250 N. 56th Street
Temple Terrace, Florida 33617

RE: Temple Terrace FY26–FY30 Capital Improvement Section (CIS) Schedule of Projects Update

Dear Mayor Ross and Mr. Baia:

The Hillsborough County City-County Planning Commission, at its October 13, 2025, Regular Meeting, approved the enclosed resolution finding the City of Temple Terrace's Recommended FY26–FY30 CIS Schedule of Projects **CONSISTENT** with the *Temple Terrace Comprehensive Plan*. This review was conducted in accordance with Chapter 97-351, Laws of Florida and Chapter 163, Florida Statutes.

We appreciate the opportunity to participate in this review process. If you have any questions, please do not hesitate to contact the Planning Commission.

Sincerely,

Melissa E. Zornitta, FAICP
Executive Director



Plan Hillsborough
planhillsborough.org
planner@plancom.org
813 - 272 - 5940
601 E Kennedy Blvd
18th Floor
Tampa, FL, 33602

Cc:

Erik Kravets, Council Member
James Chambers, Council Member
Alison Fernandez, Council Member
Gil Schisler, Council Member
Lynda Sader, City Clerk
Ernest Mueller, City Attorney
Greg Pauley, Community Development Director
Jason Warrenfeltz, Utilities Director
James Ingram, Finance Director

Attachment: Planning Commission Resolution



**Hillsborough County
City-County
Planning Commission**

Resolution: City of Temple Terrace FY26-FY30 Capital Improvement Section (CIS) Schedule of Projects Update

October 13, 2025

WHEREAS, the Hillsborough County City-County Planning Commission developed a Comprehensive Plan for the City of Temple Terrace, pursuant to the provisions of Chapter 163, Florida Statutes, which was originally adopted by Temple Terrace City Council on January 19, 2016, as amended; and

WHEREAS, in accordance with Chapter 97-351, Laws of Florida, the Hillsborough County City-County Planning Commission is required to conduct an annual review of the City of Temple Terrace Capital Improvement Section (CIS) Schedule of Projects for consistency with the City's Comprehensive Plan, and submit to the Temple Terrace City Council its report and recommendations; and

WHEREAS, the Hillsborough County City-County Planning Commission reviewed the City's Recommended FY26-FY30 CIS Schedule of Projects, considered the existing and future development patterns and community facilities, as well as the adopted Goals, Objectives, and Policies of the *City of Temple Terrace Comprehensive Plan* as follows:

Capital Improvements Section

CAP Objective 1.1: *To establish and employ an annual process of updating the Capital Improvements Section in order to guide construction of public facilities that eliminate existing deficiencies, repair or replace obsolete or worn-out facilities and accommodate future growth while maintaining adopted Levels of Service standards.*

CAP Policy 1.1.6: *Develop a 5-year Capital Improvements Program (CIP) as part of the City's annual budget adoption process.*

CAP Policy 1.1.8: *Adhere to the following ordered priorities for the inclusion and timing of capital improvement projects within the CIP, and thus for timing within the Capital Improvements Section:*

- a) *Projects that repair, remodel, renovate or replace obsolete or worn-out facilities that contribute to maintaining the City's adopted LOS standards,*
- b) *Projects that repair, remodel, renovate or replace obsolete or worn-out facilities that contribute to maintaining the City's other public infrastructure,*
- c) *Projects that reduce or eliminate LOS deficiencies for existing demand,*
- d) *Projects that provide the adopted LOS for new growth during the next five or fifteen fiscal years, as updated by the annual review of the Capital Improvements Section,*
- e) *Projects that significantly reduce the operating cost of providing a service or facility,*
- f) *Projects that provide new capacity for general government functions, and*

- g) Projects that exceed adopted LOS standards by either providing excess public facility capacity that may be needed by future growth, or providing higher quality public facilities than those contemplated in the City's normal design criteria.

CAP Policy 1.1.9: *Designate each capital improvements project in the CIP, the MMTD and the Capital Improvements Section as to whether the project represents repair and maintenance of existing capacity, new capacity to correct a deficiency or new capacity to satisfy new growth, and indicate within the CIP and the MMTD whether the project constitutes a Capital Improvements Section project.*

CAP Objective 1.5: *To verify priorities of the comprehensive plan by clearly demonstrating the ability to provide, or require provision, of all projects identified in the Schedule of Capital Improvement Projects.*

CAP Policy 1.5.1: *Provide, or arrange for others to provide, the public facilities listed in the appendices of the Schedule of Capital Improvements.*

CAP Policy 1.5.5: *Because potable water, waste water, solid waste, stormwater management and schools have dedicated revenue sources, the City should avoid using its general fund revenues and general obligation bonds to finance capital infrastructure projects for them.*

CAP Policy 1.5.10: *Ensure that all projects in the first three years of the City's CIP and Capital Improvements Section are funded with committed revenue sources. These may include ad valorem taxes, approved bonds, state and federal funds, impact fees, gas taxes, user charges, enforceable developer agreements and other tax revenues.*

CAP Policy 1.5.11: *Document committed and planned funding sources for years four and beyond of the City's Capital Improvements Program and Capital Improvements Section. Planned sources may include proposed bonds, grants (not yet secured), or other potential sources that require a referendum or are not yet secured.*

CAP Policy 1.5.13: *The Hillsborough County Metropolitan Planning Organization's (MPO) Transportation Improvement Program (TIP), Hillsborough Area Regional Transit's (HART's) Transit Development Plan (TDP) and Hillsborough County Public Schools Facilities Work Program are incorporated by reference into the Capital Improvements Section of the Comprehensive Plan.*

Environmental Section

ENV Objective 3.1: *Engage in and promote practices that result in energy conservation and efficiency.*

ENV Policy 3.1.3: *Study the potential for incorporating alternative energy sources at City-owned facilities and will continue to pursue energy-saving options for exterior lighting of City buildings and facilities.*

Recreation and Open Space Section

RO Goal 1: *Provide adequate and appropriately located recreational facilities and open spaces*

to all residents concurrent with demand to preserve and enhance the "vision" and character of Temple Terrace.

RO Objective 1.1: *Continue to acquire and maintain parkland and open space to meet or exceed the adopted level of service standard of the Comprehensive Plan.*

RO Policy 1.2.1: *Maintain current inventory of public recreational lands.*

RO Goal 3: *Provide and maintain diverse parks, recreation facilities, and activities of high quality for all residents.*

RO Objective 3.1: *Optimize the usefulness of all existing and future recreation sites and facilities to assure efficient and effective service delivery to the greatest extent possible while also ensuring equitable and geographical distribution of recreation facilities and services to meet all residents' needs.*

RO Objective 3.2: *Continue to strive to provide accessible existing and future recreation sites through park renovations, when feasible, and adequate planning for new sites.*

RO Policy 3.2.4: *Consider including bicycle lanes on all roads in future roadway plans.*

Mobility Section

MBY Goal 1: *Provide a safe, efficient, environmentally sensitive, and integrated multimodal transportation system for the movement of people and goods in the City of Temple Terrace.*

MBY Policy 1.3.4: *Consider the use of traffic calming methods such as speed restrictions, traffic control devices, cul-de-sacs (restricting vehicular, but allowing bicycle and pedestrian movements), speed humps, or any combination so designed to provide a safe transportation network in residential neighborhoods.*

MBY Objective 1.6: *Proactively monitor the maintenance needs of transportation infrastructure to ensure safe operating conditions and to avoid costly reconstruction or replacement.*

MBY Policy 1.6.1: *Maintain existing transportation infrastructure under City jurisdiction to ensure safe operating conditions and to avoid costly reconstruction or replacement.*

MBY Objective 2.1: *Where feasible, integrate Complete Streets infrastructure and design features into street design and construction to create safe and inviting environments for all users to walk, bicycle, and use public transportation.*

MBY Policy 2.1.1: *In planning, designing, and constructing Complete Streets:*

- *Include infrastructure that promotes a safe means of travel for all users along the right of way, such as sidewalks, shared use paths, bicycle lanes, and paved shoulders.*
- *Include infrastructure that facilitates safe crossing of the right of way, such as accessible curb ramps, crosswalks, refuge islands, and pedestrian signals; such infrastructure must meet the needs of people with different types of disabilities and people of different ages.*

- *Ensure that sidewalks, crosswalks, public transportation stops and facilities, and other aspects of the transportation right of way are compliant with the Americans with Disabilities Act and meet the needs of people with different types of disabilities, including mobility impairments, vision impairments, hearing impairments, and others.*
- *Consider street design features and techniques, such as traffic calming circles, additional traffic calming mechanisms, narrow vehicle lanes, raised medians, dedicated transit lanes, transit priority signalization, transit bulb outs, road diets, high street connectivity, and physical buffers and separations between vehicular traffic and other users to promote safe and comfortable travel by pedestrians, bicyclists, and public transportation riders.*
- *Ensure use of additional features that improve the comfort and safety of users:*
 - *Provide pedestrian-oriented signs, pedestrian-scale lighting, benches and other street furniture, bicycle parking facilities, and comfortable and attractive public transportation stops and facilities.*
 - *Encourage street trees, landscaping, and planting strips, including native plants where possible, in order to buffer traffic noise and protect and shade pedestrians and bicyclists.*

Potable Water and Waste Water Section

PW/WW Objective 1.1: *To achieve and maintain potable water and waste water facilities that meets or exceeds adopted levels of service for current development and for future development.*

PW/WW Policy 1.1.6: *Prepare an annual Capital Improvements Program to address all existing deficiencies and future needs of potable water and wastewater systems on a comprehensive basis.*

PW/WW Objective 1.2: *Manage growth so as to utilize existing potable water and waste water facilities efficiently.*

PW/WW Policy 1.2.1: *Require all new development and substantial redevelopment to be served by the City's centralized potable water distribution and wastewater collection systems.*

Solid Waste Section

SW Objective 1.1: *To achieve and maintain a solid waste collection system that meets or exceeds adopted levels of service for current development and for future development.*

SW Policy 1.1.2: *Prepare an annual Level of Service report to assess the extent of current and projected capacities and/or deficiencies within the solid waste collection system.*

Stormwater Management Section

SM Objective 1.1: *To achieve and maintain a drainage and stormwater treatment system that meets or exceeds adopted levels of service for current development and for future development.*

SM Policy 1.1.2: *Prioritize infrastructure programming based on existing facility deficiencies first, replacement and retrofitting of facilities second, and future facility needs third.*

SM Policy 1.1.6: *Continue inspection, maintenance, renovation, and replacement programs which will ensure the continued optimal operation of all existing stormwater facilities.*

SM Policy 1.1.7: *Continue to remove sediments from retention/detention ponds, and remove silt and vegetation from ditches and storm sewers to ensure the design capacity of existing facilities is maintained.*

WHEREAS, the City's Recommended FY26-FY30 CIS is coordinated with the adopted Comprehensive Plans for Unincorporated Hillsborough County, Tampa, and Plant City.

NOW, THEREFORE, BE IT RESOLVED, that the Hillsborough County City-County Planning Commission finds the City's Recommended FY26-FY30 CIS Schedule of Projects Update **CONSISTENT** with the Goals, Objectives, and Policies of the *City of Temple Terrace Comprehensive Plan* and forwards it to the Temple Terrace City Council for approval.

The above resolution for the City of Temple Terrace FY26-FY30 Capital Improvement Program (CIS) Schedule of Projects Update was adopted by the Planning Commission on October 13, 2025.

By motion of Commissioner Commissioner Linkous, AICP
Seconded by Commissioner Commissioner Louk

Commissioner Bowden	Aye
Commissioner Cardenas	Aye
Commissioner Cona	Aye
Commissioner Jemison	Aye
Commissioner Joseph, Ph.D., Chair	Aye
Commissioner Kress, AICP	Absent
Commissioner Kugler	Aye
Commissioner Linkous, Ph.D., AICP	Aye
Commissioner Louk, Vice Chair	Aye
Commissioner Sieben, Member-at-Large	Absent

DocuSigned by:



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Commissioner Joseph, Ph.D., **Chair**

DocuSigned by:



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Melissa Zornitta, FAICP
Executive Director

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Item Cover Page

City Council Item Report

Date: December 16, 2025

From: Alyssa Livingstone, Senior Planner

Item Type: Ordinance

Subject: Second Public Hearing and Second Reading of Ordinance 1586 Amending Sections 12-357 (Final Plat Review) and 12-354 (Preliminary Plat Review) of the Land Development Code.

Presenter: Alyssa Livingstone, Senior Planner

Recommendation:

Staff recommends that the City Council adopt Ordinance 1586 approving code text amendments to Sec 12-357 and 12-354 of the Land Development Code.

Discussion:

Recent updates to Section 177.071, Florida Statutes, require municipalities to designate an administrative authority to administratively approve final plats and replats. The proposed changes to LDC Section 12-357 designate the City Manager as the administrative authority responsible for final approval of plats and replats, and to ensure consistency in the process, the proposed changes to LDC Section 12-354 designate the City Manager as the arbiter of appeals related to preliminary plat denials.

Resolution/Ordinance Information:

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING SECTIONS 12-357 AND 12-354 OF THE CITY CODE OF ORDINANCES; DESIGNATING THE CITY MANAGER AS THE ADMINISTRATIVE AUTHORITY FOR FINAL PLAT REVIEW; DESIGNATING THE CITY MANAGER AS THE ARBITER OF APPEALS FOR PRELIMINARY PLAT REVIEW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Appropriation Code:

Requirements:

Ordinance

Cost:**Attachments:**

1. Ordinance 1586
2. LDC-25-01 Exhibit A Code Text Amendment
3. LDC-25-01 Cover Memo Sec 12-357 and Sec 12-354
4. Business Impact Estimate

ORDINANCE 1586

AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING SECTIONS 12-357 AND 12-354 OF THE CITY CODE OF ORDINANCES; DESIGNATING THE CITY MANAGER AS THE ADMINISTRATIVE AUTHORITY FOR FINAL PLAT REVIEW; DESIGNATING THE CITY MANAGER AS THE ARBITER OF APPEALS FOR PRELIMINARY PLAT REVIEW; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Whereas, Chapter 177, Florida Statutes, requires local governments to designate an administrative authority to approve final plats; and

Whereas, the City Council finds and determines that it is appropriate to update and revise its Code of Ordinances; specifically, Land Development Code Sections 12-357 and 12-354 relating to final plat and preliminary plat reviews; and

Whereas, On December 8, 2025, the Hillsborough County City-County Planning Commission reviewed the proposed amendments to the Land Development Code for consistency with the City's 2040 Comprehensive Plan and found that the proposed amendments are consistent with the City's 2040 Comprehensive Plan; and

Whereas, the City finds that this ordinance is in the best interest of the community, and that it is necessary to amend certain sections in Chapter 12 to be consistent with the intent of the statutory requirements; and

Whereas, the City Council held a public hearing and first reading of this ordinance at its December 2, 2025 regular meeting, and held a second public hearing and second reading of the ordinance at its December 16, 2025 regular meeting to consider public comment on the application and ordinance; and

Whereas, after due consideration, the Mayor and City Council have determined that the proposed amendments as set forth herein and attached hereto as Exhibit "A" are in compliance with all constitutional and other legal requirements, are consistent with the applicable policies of the City's adopted 2040 Comprehensive Plan, and are in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA THAT:

Section 1. The Amendment to the City Code of Ordinances Chapter 12, Land Development Code, Section 12-357 titled "Final plat review" by designating the City Manager as the administrative authority for final plat review, as set forth in Exhibit "A" attached hereto and incorporated by reference, is approved.

Section 2. The Amendment to the City Code of Ordinances Chapter 12, Land Development Code, Section 12-354 titled “Preliminary plat review” by designating the City Manager as the arbiter of appeals for preliminary plat review, as set forth in Exhibit “A” attached hereto and incorporated by reference, is approved.

Section 3. If any part of this Ordinance is declared invalid by a court of competent jurisdiction, such part shall be severable, and the remaining part or parts herein shall continue to be in full force and effect.

Section 4. All Ordinances or parts of ordinances not specifically in conflict herewith are hereby continued in full force and effect, but all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. That the provisions of this Ordinance may be renumbered or relettered to accomplish such intention. The City Clerk is given authority to correct scriveners’ errors, such as incorrect Code cross references, grammatical, typographical, misspellings, and similar like errors when codifying this Ordinance.

Section 6. That this ordinance shall become effective upon adoption and codified within the City’s Code of Ordinances.

Passed and adopted by the City Council of the City of Temple Terrace, Florida this 16th day of December 2025.

(Corporate Seal)



X

Andrew Ross, Mayor
Chair of the City Council

Attest

X

Lynda Sader
City Clerk

Approved As To Form & Content:

X

Ernest Mueller
City Attorney

EXHIBIT "A"
CODE TEXT AMENDMENTS

Deletions are indicated as black ~~strikethrough~~ and additions are indicated in red underline.)

(Parenthetical notes are provided for clarity and are not part of the code text.)

Sec. 12-357. Final plat review.

(Note: The following amendment affects two subsections.)

- (c) Following review of the final plat by the development review committee, and upon determination by the city engineer that the final plat is complete, accurate and consistent with the preliminary plat and all conditions of approval, and that an acceptable financial guarantee has been provided for the satisfactory completion of all required site improvements or that the installation of all required improvements has been satisfactorily completed by the applicant in accordance with city specification, the city engineer shall forward the final plat to the city ~~council~~ manager for approval.
- (d) Following final approval by the city ~~council~~ manager, the city engineer shall coordinate final plat recording at the office of the clerk of the circuit court.

Note: Although the legislative update does not specifically speak to preliminary plat reviews, the following proposed amendment supports the overall intent of the recent update.

Sec. 12-354. Preliminary plat review.

(Note: The following amendment affects one subsection.)

- (g) *Appeal to the city ~~council~~ manager.* Upon receipt of the department's review report, the applicant may appeal any disapproval regarding the preliminary plat to the city ~~council~~ manager.



November 17, 2025

TO: Mayor Andrew Ross and Members of City Council

THROUGH: Carlos P. Baia, City Manager

FROM: Alyssa Livingstone, Senior Planner

RE: Proposed Code Text Amendments to Sections 12-357 (Final plat review) and 12-354 (Preliminary plat review) of the Land Development Code

Background

Recent updates to Section 177.071, Florida Statutes, require municipalities to designate an administrative authority to administratively approve final plats and replats.

Recommendation

Staff recommends that City Council adopt an ordinance to approve the proposed Code Text Amendments to Sections 12-357 and 12-354 of the Land Development Code. Implementing these changes will create a more cohesive development review process while aligning the local code with state statutory requirements.

Discussion

The proposed changes designate the City Manager as the administrative authority responsible for final approval of plats and replats (LDC Section 12-357) in support of the legislative update to Section 177.071 of Florida Statutes.

Although the legislative update does not include preliminary plats, amending LDC Section 12-354 will ensure that internal processes support the overall intent of the update.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Title of Ordinance: **AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING SECTIONS 12-357 AND 12-354 OF THE CITY CODE OF ORDINANCES; DESIGNATING THE CITY MANAGER AS THE ADMINISTRATIVE AUTHORITY FOR FINAL PLAT REVIEW; DESIGNATING THE CITY MANAGER AS THE ARBITER OF APPEALS FOR PRELIMINARY PLAT REVIEW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Temple Terrace is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Temple Terrace is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Temple Terrace hereby publishes the following information.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The Capital Improvements Section of the City's 2040 Comprehensive Plan requires annual modification and updates. This Ordinance serves to modify the Plan by striking the previous Capital Improvement Schedule and the previous 10-Year Multimodal Transportation Improvement Schedule, and updating both schedules respectively. The related improvement schedules include various projects that will enhance public safety and foster community welfare throughout Temple Terrace.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Temple Terrace, if any:

It is anticipated that this update will have no direct economic impact on private, for-profit businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This update poses no additional impact to local businesses.

4. Additional information the governing body deems useful (if any):

No additional information.

Item Cover Page

City Council Item Report

Date: December 16, 2025

From: Jack Shanks, Code Compliance Director

Item Type: Ordinance

Subject: Public Hearing and Second Reading of Ordinance 1587 Creating Short-Term Rental Requirements

Presenter: Jack Shanks, Code Compliance Director

Recommendation:

Based on a growing number of short-term rental properties in residential neighborhoods within the City of Temple Terrace and F.S. 509.032 authorizing local governments to inspect public lodging places for compliance with the Florida Building Code and Florida Fire Prevention Code, it is recommended that City Council adopt Ordinance 1587 providing requirements for the operation of short-term rentals in the City on second reading.

Discussion:

This ordinance establishes a framework for managing short-term rentals within the City of Temple Terrace. The goal of the ordinance is to balance property rights, preserve neighborhood character, and ensure public safety. While current ordinances provide regulations for occupancy, parking, and noise in residential zones, there is not an efficient or effective way for the City to monitor these businesses since we do not have a means to identify which homes are short-term rentals. Further, the transient nature of short-term rental occupants creates a challenging situation in regard to compliance measures and determining accountability.

This ordinance provides:

- adherence to F.S.509.032;
- a Certificate of Use Program;
- required annual recertification;
- a bi-annual fire and safety inspection;
- occupancy requirements;
- occupant parking requirements;
- responsible party availability requirements;
- advertisement requirements;
- fair and consistent opportunities for short-term rental owners.

Resolution/Ordinance Information:

AN ORDINANCE OF THE CITY COUNCIL OF TEMPLE TERRACE, FL, CREATING DIVISION 3 OF ARTICLE IV, CHAPTER 8, OF THE TEMPLE TERRACE CODE OF ORDINANCES, ENTITLED "SHORT-TERM RENTALS;" PROVIDING DEFINITIONS; ESTABLISHING A CERTIFICATE OF USE PROGRAM FOR SHORT-TERM RENTAL PROPERTIES; PROVIDING FOR INSPECTIONS OF SHORT-TERM RENTAL PROPERTIES TO ENSURE CONSISTENCY WITH THE FLORIDA BUILDING CODE AND FLORIDA FIRE PREVENTION CODE; PROVIDING FOR SHORT-TERM RENTAL PROPERTY ADVERTISING REQUIREMENTS; PROVIDING PROVISIONS FOR THE REGULATION OF OCCUPANCY OF SHORT-TERM RENTAL PROPERTIES; PROVIDING PARKING REGULATIONS FOR SHORT-TERM RENTAL PROPERTIES; PROVIDING FOR PENALTIES FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CHAPTER 8 OF THE CODE OF ORDINANCES WHICH GOVERNS BUILDINGS AND FIRE PREVENTION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Appropriation Code:**Requirements:**

Ordinance

Cost:**Attachments:**

1. Ordinance 1587
2. Business Impact Statement

ORDINANCE 1587

AN ORDINANCE OF THE CITY COUNCIL OF TEMPLE TERRACE, FL, CREATING DIVISION 3 OF ARTICLE IV, CHAPTER 8, OF THE TEMPLE TERRACE CODE OF ORDINANCES, ENTITLED “SHORT-TERM RENTALS;” PROVIDING DEFINITIONS; ESTABLISHING A CERTIFICATE OF USE PROGRAM FOR SHORT-TERM RENTAL PROPERTIES; PROVIDING FOR INSPECTIONS OF SHORT-TERM RENTAL PROPERTIES TO ENSURE CONSISTENCY WITH THE FLORIDA BUILDING CODE AND FLORIDA FIRE PREVENTION CODE; PROVIDING FOR SHORT-TERM RENTAL PROPERTY ADVERTISING REQUIREMENTS; PROVIDING PROVISIONS FOR THE REGULATION OF OCCUPANCY OF SHORT-TERM RENTAL PROPERTIES; PROVIDING PARKING REGULATIONS FOR SHORT-TERM RENTAL PROPERTIES; PROVIDING FOR PENALTIES FOR NONCOMPLIANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CHAPTER 8 OF THE CODE OF ORDINANCES WHICH GOVERNS BUILDINGS AND FIRE PREVENTION; PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purpose of this Ordinance is to amend and update the provisions of Chapter 8 of the Temple Terrace Code, Buildings and Fire Prevention, adding a new Division 3 to Article IV of Chapter 8, entitled “Short-term Rentals”; and

WHEREAS, regulating the use of buildings as short-term rentals (also known as short-term vacation rentals and short-term rental properties) in a manner allowed by Florida Statutes is in the best interests of the citizens of Temple Terrace; and

WHEREAS, the most appropriate location for the provisions governing short-term rentals is in Chapter 8, Buildings and Fire Prevention; and

WHEREAS, prior to 2011, Florida’s cities and counties regulated short-term rentals, under the home rule authority granted to them by the Florida Constitution; and

WHEREAS, the 2011 Florida Legislature enacted House Bill 883 (Florida Chapter 2011-119, Laws of Florida) (hereafter “Chapter 2011-119”) which preempted the local regulation of short-term vacation rentals, (also known, identified, and defined herein as “short-term rentals”), said properties being defined as transient rentals less than thirty (30) days in duration and commonly located in residential areas; and

WHEREAS, the 2014 Florida Legislature enacted Senate Bill 356 (Florida Chapter 2014-71, Laws of Florida) (hereafter “Chapter 2014-71”) which rescinded the preemption of local government regulation of short-term rentals, but provided that a local law, ordinance, or regulation adopted after June 1, 2011, may not prohibit short-term rentals or regulate the duration or frequency of rental of short-term rentals; and

WHEREAS, Chapter 2014-71 returned control to local governments to mitigate the effects of short-term rentals for the purpose of making them safer, more compatible with their surrounding neighborhoods, and to make rental unit owners accountable for their proper operation; and

WHEREAS, as a result of Chapter 2014-71 short-term rentals cannot be broadly prohibited; and

WHEREAS, local governments apply design standards tailored to residential neighborhoods for their roads, driveways, sidewalks, emergency services, planning, public shelters, emergency evacuation plans, solid waste collection, utilities, buffers, and craft regulations for the purpose of assessing infrastructure impacts and corresponding fair and proportionate impact/connection fees; and

WHEREAS, short-term rental occupants, due to the transient nature of their occupancy, are unfamiliar with the local hurricane evacuation plans, the location of fire extinguishers, resident exit routes, pool and home safety features, and other similar safety measures that would readily be provided to guests in traditional lodging establishments; and

WHEREAS, short-term rental owners may live elsewhere and not experience or be aware of the quality of life problems and negative impacts associated with short-term rental units in residential neighborhoods; and

WHEREAS, short-term rentals with no application of mitigating standards when located in residential neighborhoods can create disproportionate negative impacts related to their size, excessive occupancy, excessive vehicular traffic and parking and the lack of proper facilities if left unregulated; and

WHEREAS, some short-term rental owners will make investments in upgrading building safety measures of their rental properties whereas other owners will not make such investments without local requirements and an ongoing inspection/enforcement program; and

WHEREAS, short-term rentals located within established neighborhoods can disturb the quiet enjoyment of the neighborhood, lower property values, and burden the design layout of a typical neighborhood; and

WHEREAS, the presence of short-term rentals with single-family dwelling units in established residential neighborhoods can create negative impacts, which include, but are not limited to excessive noise, on-street parking, accumulation of trash, and diminished public safety; and

WHEREAS, traditional lodging establishments (hotels, motels, and bed and breakfasts) are restricted to commercial and other non-residential areas where intensity of uses is separated from less busy and quieter residential areas; and

WHEREAS, traditional lodging establishments are governed by more stringent standards, undergo annual inspections, and have more stringent operations and business requirements; and

WHEREAS, traditional lodging establishments are often required to make roadway improvements and/or pay much higher transportation, water, sewer, and other impact fees to offset the infrastructure demands they create; and

WHEREAS, a single-family dwelling home is typically the largest investment a family will make in their lifetime and serves as the center of the family unit, and permanent residents within residential neighborhoods often establish long-term friendships, social norms, and a strong sense of community that fosters ongoing mutual respect among property owners; and

WHEREAS, permanent residents within established residential neighborhoods deserve the right to tranquility and peaceful enjoyment of their home without excessive intrusion by transient occupants in the neighborhood; and

WHEREAS, Temple Terrace promotes the protection of stable single-family neighborhoods, the preservation of the City's heritage, and a focus on the natural resources and quality of life for residents now and in future generations; and

WHEREAS, many municipalities and local jurisdictions in the State of Florida, and across the Nation have standards in place to minimize the negative impacts caused by short-term rentals; and

WHEREAS, current short-term rental industry practice is to charge a flat rental fee for the term of the lease, regardless of the transient occupant count, which incentivizes the common practice for lessees of oversized structures used as short-term rentals to increase the transient occupant count, spreading the cost burden for the rental term among as many payers as possible; and

WHEREAS, the City desires to encourage short-term rentals that are safe, fit in with the character of the neighborhood, provide positive impacts for residents, increase property values, and achieve greater neighborhood compatibility; and

WHEREAS, Temple Terrace seeks to balance respect for private property rights and incompatibility concerns between the investors in short-term rental properties and families residing in permanent single-family residences in established residential neighborhoods through the use of reasonable regulatory standards; and

WHEREAS, while Temple Terrace's average household size is 2.52 persons, the City is providing, based on the available sleeping spaces and common area in a given single-family

residence, for significantly greater temporary occupancy within a short-term rental, subject to reasonable regulatory framework; and

WHEREAS, the creation of a short-term rental ordinance protects and reduces risk for the short-term rental property owners by providing Florida Fire Prevention Code and Florida Building Code inspections to ensure the safety of the home, setting clear expectations of the property owner and the guests thereby reducing neighbor complaints, and creating equal operating rules for all short-term rental owners; and

WHEREAS, these regulations are deemed necessary by the City Council of Temple Terrace to preserve property values and to protect the health, safety, and general welfare of permanent residents, property owners, investors and transient occupants and visitors alike; and

WHEREAS, this ordinance is being promulgated by the City Council of Temple Terrace to supplement, but not replace, any existing federal or state law or regulation, or other controls within established residential neighborhoods served by a homeowners' association; and

WHEREAS, these regulations do not regulate duration or frequency of short-term rentals, but are intended to address the repercussions of the frequent change of many transient occupants housed within a single-family dwelling within an established residential neighborhood; and

WHEREAS, the application of minimum life/safety requirements to short-term rentals, along with other State imposed standards, ensures that transient occupants are provided the same minimum level of protection as is provided for single- and two-family residences; and

WHEREAS, sleeping rooms as so designated within short-term rental units shall be recognized in the same manner as bedrooms within single-family residential homes, with the same requirements as are currently provided within local, state, and federal regulations, as applicable; and

WHEREAS, short-term rentals operate as commercial enterprises, subject to additional regulatory requirements beyond those normally required of single-family and two-family residences, including business licensing by the State of Florida Department of Business and Professional Regulation's Division of Hotels and Restaurants, and collecting and remitting various sales taxes to state and local government; and

WHEREAS, a short-term rental property is a commercial lodging activity; and

WHEREAS, some short-term rental properties are being used exclusively as rentals by their investors and owners; and

WHEREAS, the establishment of minimum business practices, such as the provision of both lease-specific and property-specific information to lessees, and the designation of a local short-term rental responsible party, ensures that the private property rights of the short-term rental

owner are balanced with the needs of the City to protect visitors and tourists and to preserve the general welfare through its limited regulatory power; and

WHEREAS, the City, through its existing regulatory framework, will issue certificates to short-term rentals conforming to these standards, which will in turn provide a level playing field amongst all providers of short-term rental units; and

WHEREAS, this ordinance additionally establishes an enforcement mechanism for those short-term rental properties which do not adhere to the standards on an initial or continuing basis, with the overall goal of the short-term rental unit program being compliant with the standards and not punitive in its scope.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Temple Terrace, Florida in a regular meeting duly assembled this 16th day of December 2025, that:

SECTION 1. RECITALS. The recitals above are incorporated herein.

SECTION 2. Chapter 8 (Buildings and Fire Prevention), Article IV (Housing Code), Division 3 of the Temple Terrace Code is hereby created as set forth below.

Chapter 8, Article IV

Division 3. – Short-term Rentals

Sec. 8-140. Short-term Rentals

(a) *Purpose.* The intent of short-term rentals is to allow for an individual dwelling unit to be rented to an individual or party at a lease term that is less than one month while protecting the immediate vicinity from associated negative impacts. Short-term rentals generally occur in typical residential units and mostly within residential neighborhoods.

(b) *Applicability.* This section will apply to short-term rentals consisting of individual dwelling units and the rental period for said unit is more than three times in a calendar year for periods of less than 30 days.

(c) This section is not applicable to hotels or motels and bed and breakfast uses, or other residential dwelling units that are rented for periods over one month.

(d) *Areas Embraced.* The areas embraced by this chapter will be all lands within the incorporated area of the City of Temple Terrace.

(e) *Conflicting Terms.* To the extent of any Temple Terrace Ordinances or provisions of the Temple Terrace Code governing short-term rentals, short-term rental properties, and short-term vacation rentals conflict with the provisions of this Division 3, the provisions of this Division will govern.

(f) *Definitions.* The following terms as used in this article are defined as set forth hereinafter:

Bedroom means a room that can be used for sleeping and that:

- (1) In every room occupied for sleeping purposes in any dwelling or dwelling unit, there shall be at least seventy (70) square feet for the first two(2) occupants and at least fifty (50) square feet of floor area per additional occupant and minimum ceiling height in accordance with the Florida Building Code and complies with Temple Terrace Code Section 8-102 (minimum standards);
- (2) For manufactured homes, is constructed according to the standards of the United States Department of Housing and Urban Development and has a minimum of 50 square feet of floor space per occupant;
- (3) Is located along an exterior wall;
- (4) Has a closet with a door or an entrance where a door could be reasonably installed; and
- (5) Has an emergency means of escape and rescue opening to the outside in accordance with the Florida Building Code;
- (6) A room may not be considered a bedroom if it is used to access another room except a bathroom or closet;
- (7) “Bedroom” does not include a hallway, bathroom, kitchen, living room, family room, dining room, den, breakfast nook, pantry, laundry room, sunroom, recreation, media/video room, or exercise room.

Inspection for purposes of the application of this section means an onsite review of the subject property by Temple Terrace City staff for minimum life/safety requirements in accordance with the Florida Building Code and the Florida Fire Prevention Code.

Occupancy refers to the number of adults and minors regularly present within the boundary of the property.

Owner means the person or entity holding legal title to the short-term rental property, as reflected in the Hillsborough County Tax Collector’s records.

Responsible party means the owner or agent, 18 years of age or older, tasked with responding to requests for inspections, complaints, and other concerns relating to or emanating from the short-term rental of the transient public lodging establishment. The responsible party must be authorized

to act on behalf of the owner to report issues of trespass to law enforcement in relation to occupancy violations under this Section. There will only be one designated responsible party for each short-term rental. An owner may retain a private property management company to serve as the designated responsible party.

Short-term rental, short-term rental property, and short-term vacation rental are terms that may be used interchangeably, have the same meaning, and be defined as a structure that is a “transient public lodging establishment” as defined herein and in Section 509.013, Florida Statutes, as amended. Should the definition of “transient public lodging establishment” be amended in the Florida Statutes after the effective date of this ordinance, the statutory definition shall govern.

Transient public lodging establishment means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

(g) *Mandatory Short-term Rental Certificate of Use.*

- (1) A valid short-term rental certificate of use is required for any short-term rental unit to be rented or offered for rent within the City, and failure to obtain and maintain a current certificate constitutes a violation of this Division; however, the City recognizes that operators may not have a certificate on the effective date of this ordinance, and a written notice will be issued by the City providing a grace period during which operators may continue to operate without citation, provided they submit a complete application within the timeframe stated in the notice.
- (2) Any person or entity who operates a short-term rental unit will apply for a local business tax receipt available on the City’s website and a short-term rental certificate of use on a form provided by the City and with the required application fee. An applicant will include all information required by this ordinance in the application. The City will review the application for completeness before processing begins. If the application is incomplete, the applicant will be informed of what information is missing. The applicant will have twenty (20) business days to provide the missing information. If the missing information is not provided, the application will be deemed withdrawn. If the missing information is provided and the application is determined complete, staff will process the application in the usual course of business.
- (3) A short-term rental certificate of use will be valid for a one-year period beginning with its issuance date.
- (4) A short-term rental certificate of use must be renewed prior to the end of its term by filing an application for renewal sixty (60) days before the expiration of the certificate.

An applicant must include all information required by this ordinance in the application. Upon receipt of an incomplete application, the applicant will have twenty (20) business days to provide all missing information. If missing information is not received within the allotted timeframe, the application will be deemed withdrawn. Once the application is deemed complete, the administration will process the application in the usual course of business. If a renewal application is filed in a timely manner, the current short-term rental certificate of use will remain in effect until the application for a renewal certificate is approved or denied. If an application for a renewal certificate of use is not filed in a timely manner, the short-term rental certificate will expire and will constitute a violation of this Division.

(5) A short-term rental certificate of use will be issued by the City if the following conditions have been met:

- a. The application for a short-term rental certificate of use is complete, and the applicant has submitted all required documents.
- b. A short-term rental unit will be inspected by Temple Terrace staff for Florida Fire Prevention Code and Florida Building Code requirements before the initial issuance of a short-term rental certificate of use, and every two years thereafter as part of the renewal process.
- c. An inspection of the short-term rental unit shows that the short-term rental unit meets the minimum life/safety and building code requirements per this Division.
- d. The applicant has paid all required fees and any outstanding fines or penalties that had been previously imposed on the applicant, property, or the short-term rental unit.

(6) The short-term rental certificate of use application must include all information relevant to review and approval of a certificate, including but not limited to, the following information:

- a. *Property Owner.*
 - i. Name.
 - ii. Address.

- iii. Phone (Including the land line or mobile number applicable to the property).

- iv. Email address.

b. *Responsible Party.*

- i. Name.

- ii. Address.

- iii. Phone.

- iv. Email address.

c. *Short-term Rental Unit Address.*

- i. Number and street address, including individual unit numbers or letters for short-term rental units with more than one unit.

- ii. The name of the short-term rental property (e.g., “Cozy Bayou”).

d. *Parking.*

- i. A parking site plan of the property showing the number and location of off-street parking spaces shall be included as an attachment.

- ii. Parking shall conform with all standards of the City’s Land Development Code found in Chapter 12 of the City’s Code of Ordinances.

e. *Proof of Ownership. The following proofs must be submitted:*

- i. Copy of a recorded deed (as an attachment) or a recent profile from property appraiser (as an attachment).

- ii. Verification of active status with Florida Division of Corporations for corporate owners (as an attachment).

f. *Parcel Identification Number.*

- i. Single Family.
- ii. Duplex Unit.
- iii. Condominium.
- iv. Other (list type).

g. *Occupancy.*

- i. Number of bedrooms.

- (7) The property owner or responsible party must submit an application to the City for each short-term rental unit attesting to the following:
 - a. That the property owner or responsible party has an active license from the Department of Business Professional Regulation (DBPR) for use of the property as a public lodging establishment. A copy of the active license will be submitted as part of the application.
 - b. That the short-term rental property complies with all ordinances of the City.
- (8) Payment of fees will include a certificate of use fee, a portion of which will be non-refundable to initiate and process an application, inspection fee(s), and an annual renewal fee. Any adjustment to these fees may be made by resolution of the City Council.
- (9) The City has the discretion to request any additional information required to demonstrate compliance with all state laws and city ordinances.
- (10) Upon receipt of a complete application, the City will schedule an inspection for compliance with the minimum life/safety requirements per this Section. Once the property has passed the applicable inspection(s), the City will issue a short-term rental certificate of use to the property owner which certificate will be valid for a period of one (1) year. If the short-term rental property fails its inspection, the owner will be given thirty (30) days to bring the property into compliance with the minimum life/safety requirements per this Section and request a re-inspection of the property. An owner may apply for an extension up to sixty (60) additional days if the owner is able to demonstrate efforts toward compliance. Evidence of efforts towards compliance include but are not limited to completion of a building permit filed and in-review.

- (11) A short-term rental certificate of use may not be transferred upon change of ownership.
- a. Certificates of use are non-transferrable and non-assignable. The certificate of use when issued will pertain only to the property owner designated on the certificate of use for use at the one (1) specific property identified on the certificate use.
 - b. A separate certificate of use is required for the same property owner to operate a short-term rental at another location.
 - c. A new certificate of use is required if ownership of the short-term rental changes from the owner(s) identified on the certificate, including purchase or acquisition of the assets of a legal entity identified as the owner on the certificate of use.
 - d. When a short-term rental is sold or ownership is otherwise transferred, the new owner will apply for an initial certificate of use within thirty (30) days from the date of the sale or transfer and will obtain a new initial certificate of use. If the new owner fails to apply for a new certificate of use as provided in the section, any certificate of use previously issued for that short-term rental will be null and void on the thirtieth (30) day after such sale or transfer.
 - e. An inspection of the short-term rental pursuant to the minimum life/safety requirements per this Section is required whenever a new owner applies for an initial certificate of use due to the sale of a short-term rental or a change of ownership not involving a sale.
- (12) Failure to complete the application process including a satisfactory inspection within thirty (30) days after the initial inspection constitutes a violation of this Division, and the City will be authorized to deny the application.
- (13) No property owner or responsible party will operate a short-term rental unit within the City without a valid short-term rental certificate of use. Operating a short-term rental without a current short-term rental certificate will constitute a violation of this Division.
- (14) The property owner must notify the Hillsborough County Property Appraiser's Office of the intent to rent the property on a short-term rental basis to ensure proper treatment of property tax exemptions and valuation.

(h) *Standards for Short-term Rentals*

- (1) All short-term rental units, whether single-family homes, duplexes, condominium units, three- or four-unit complexes, or multiple family complexes, must meet the following minimum life/safety requirements:
 - a. Bedrooms. As defined in § 381.0065(2)(b)(1);
 - b. Smoke Alarms and Carbon Monoxide Detectors. Meets the requirements of the Florida Building Code and manufacturers' specifications;
 - c. Swimming Pool. Meets the requirements of the Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes.
- (2) *Maximum Occupancy*. Maximum occupancy shall be no more than two (2) persons per bedroom plus two (2) additional persons per dwelling unit.
- (3) *Noise*. Quiet hours are to be observed between 10:00pm and 8:00am. Specific requirements apply to horns, signaling devices, amplified sounds and other noise producing instruments which may be found in Chapter 16, Article 1, Section 16-7.
- (4) *Parking*. All parking for short-term rentals shall be off-street parking. The minimum required number of off-street parking spaces shall equal the minimum number of spaces as indicated in Section 12-957(b)(5), plus one additional off-street parking space. Parking on the lawn or grass is a violation of Temple Terrace ordinance and shall not be permitted or counted towards parking. All required parking spaces must be configured in a manner so that no portion of any parked vehicle extends beyond the designated space or impairs a public sidewalk or roadway.
- (5) *Responsible party*. A short-term rental property owner may designate a responsible party to manage the unit on their behalf by completing, notarizing, and submitting a City-provided form, which must also be accepted and signed by the responsible party; however, such a designation does not relieve the owner of their obligation to comply with all applicable state and local statutes and ordinances, and any person who accepts the designation as the responsible party is subject to the same compliance standards and penalties as the owner. A property owner may withdraw or change this designation at any time by submitting a new properly executed authorization to the City, and the City may rely on the most recent form it has on file reflecting the owner's intent. The duties of the short-term rental responsible party are to:

- a. Be available by telephone at the posted phone number to handle any issues arising from the short-term rental use;
- b. If necessary, be willing and able to come to the short-term rental unit following notification from an occupant, owner, law enforcement, or City official to address issues related to the short-term rental;
- c. Inquire prior to check-in through a written question in the short-term rental reservation application if any guest of a short-term rental is a sexual offender or predator as defined in § 775.21, § 943.0435, § 944.607, or § 985.4815. If any guest of a short-term rental responds that he or she is a sexual offender or predator as defined in § 775.21, § 943.0435, § 944.607, or § 985.4815, the short-term rental responsible party shall immediately notify the Temple Terrace Police Department;
- d. Be authorized to receive service of any legal notice on behalf of the owner for violations of this section;
- e. Otherwise regularly monitor the short-term rental unit to assure compliance with the requirements of this section;

(6) *Posting short-term rental unit information.* The following information shall be posted conspicuously on or near the interior side of the front door of the primary entrance:

- a. The name and phone number of the short-term rental responsible party;
- b. The maximum occupancy of the unit, per this section, above;
- c. The maximum number of vehicles that may be parked at the unit, per this section, above; along with a sketch of the location of the off-street parking spaces;
- d. The daily quiet hours of 10:00pm and 8:00am as referenced in this Ordinance;
- e. The days of trash pickup and recycling;
- f. The location of the nearest hospital;
- g. After-hours number to short-term rental monitoring hotline; and

- h. The following statement: *“You are vacationing in a residential area. Please be a good neighbor by keeping the noise to a respectful level during the day and night. Excessive and unreasonable noise can deprive neighbors of the peaceful enjoyment of their private property. Yard parking is prohibited.”*

(7) *Assembly uses.* As defined elsewhere in the Temple Terrace Code, uses such as events, weddings, receptions, and similar gatherings are not permitted unless they undergo additional review and receive City approval.

(i) *Short-term Rental Units Advertisement Requirement*

(1) All advertising for short-term rental units shall state the occupancy limit of the short-term rental unit, the maximum parking available on the property, and shall include the following statement or substantially similar language:

“You are vacationing in a residential area. Please be a good neighbor by keeping the noise to a respectful level during the day and night. Excessive and unreasonable noise can deprive neighbors of the peaceful enjoyment of their private property.”

(2) All advertising for short-term rental units will include the state license number of the short-term rental and the city certificate of use number.

(3) Advertisements that do not contain this information or that contain inaccurate information will be deemed a violation of this section and subject to the penalties contained in this section. The short-term rental certificate of use number will be included on all advertising, including, but not limited to print and internet-based advertising. For advertisements published in newspapers, the owner or manager of the short-term rental unit may use an abbreviated version of the required advertising information provided that the newspaper ad refers readers to a website and posted notices in the short-term rental unit for a more detailed version of rules and regulations of booking a short-term rental unit.

(j) *Penalties for Violations of this Article*

(1) Violations of this article are punishable as provided in Temple Terrace Code of Ordinances Chapter 1, Article II.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason found invalid or unconstitutional by any Court of competent jurisdiction, such finding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

SECTION 4. Inclusion in Code. The provisions of this Ordinance shall be included and incorporated in Temple Terrace Code, as an amendment thereto, and will be appropriately renumbered to conform to the uniform numbering system of the Temple Terrace Code.

SECTION 5. Filing of Ordinance. This ordinance shall take effect July 1, 2026.

Passed and adopted by the City Council of the City of Temple Terrace this 16th day of December 2025.

(Corporate Seal)



X

Andrew Ross,
Mayor
Chair of the City Council

Attest:

X

Lynda Sader
City Clerk

Approved As To Form & Content:

X

Ernest Mueller
City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Short-term rentals. Chapter 8, Article IV, Division 3, Section 8-140

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Temple Terrace is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Temple Terrace is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Temple Terrace hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance establishes a regulatory framework for short-term rentals within the City of Temple Terrace. It creates a Certificate of Use program, sets minimum life and safety standards consistent with Florida state law, and provides inspection, advertising, and enforcement requirements to ensure short-term rental operations are conducted safely, responsibly, and fairly.

The public purpose of this ordinance is to protect the public health, safety, and values of the citizens and visitors of Temple Terrace. By regulating short-term rentals, the City seeks to:

- Ensure the transient guests are provided safe lodging consistent with the Florida Building Code and Fire Prevention Code;
- Preserve the character, tranquility, and property values of established residential neighborhoods;
- Promote accountability among short-term rental property owners and operators;
- Maintain fair and equitable standards between traditional lodging establishments and residential short-term rentals; and
- Balance private property rights of Temple Terrace citizens (including short-term rental property owners) with the City's responsibility to safeguard the welfare of its residents and the integrity of its neighborhoods.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Temple Terrace, if any:

The establishment of an annual registration fee for short-term rentals (proposed \$200 per property per year) is expected to generate approximately \$30,000 annually based on an estimated average of 150 registered short-term rentals operating within the City. These funds will offset administrative, inspection, enforcement, and software costs associated with the program, thereby reducing the burden on the City's general fund.

The fee represents a minimal cost to property owners and for-profit operators when compared to the average annual rental income generated by short-term rentals. The ordinance is therefore anticipated to have a neutral to modestly positive economic impact on private and for-profit business by creating a more stable and predictable regulatory environment, improving neighborhood compatibility, and enhancing the overall reputation of Temple Terrace as a safe and well-managed community for residents, visitors, and business owners.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

When counting each individual short-term rental property as a business and with the variable/seasonal rental period, a current estimate of 150 can be expected.

4. Additional information the governing body deems useful (if any):

Item Cover Page

City Council Item Report

Date: December 16, 2025

From: Brianne Holacik, Executive Assistant

Item Type: Resolution - Agreement/Contract

Subject: Resolution Approving a Contract with Bandes Construction Company, Inc. for Emergency Operations Center Building Services at Fire Station No. 1

Presenter: Ian Kemp, Fire Chief

Recommendation:

Staff recommends that the City Council approve a resolution awarding a contract with Bandes Construction Company, Inc. for Emergency Operations Center building services at Fire Station No. 1 and authorize the City Manager to execute said contract.

Discussion:

In 2023, the City of Temple Terrace was awarded \$4,500,000 in State Appropriation Grant funding under Grant Agreement F0113 for the construction of a new Emergency Operations Center (EOC) at Fire Station No. 1. Resolution 41-24 subsequently authorized the City to enter into an agreement with Applied Sciences Consulting, Inc. to provide project management services, including preparation of the architectural design documents and technical specifications required for a competitive solicitation.

On October 17, 2025, the City issued Request for Qualifications (RFQ) No. 25-011 seeking qualified firms to provide building services for a hardened, two-story, 8,995-square-foot EOC facility and associated site improvements. Multiple firms submitted responses. Following evaluation of written proposals and eight firm presentations, the City's selection committee issued a Notice of Intent to Award the contract to Bandes Construction Company, Inc.

This portion of the project was budgeted for \$600,000.00, and the bid received from Bandes Construction came in under the budgeted amount. The bid package was reviewed by the City engineer and architect and was deemed complete, meeting all project requirements.

The proposed contract amount is \$5,484,590. The project is funded through a combination of \$4,500,000 in State Appropriations Grant funding and \$1,500,000 in City funds. Expenditures related to this project will be made from Account No.125-1521-

522.62-00(\$4,500,000) and Account No. 001-1521-522.62-00 (\$984,950)

Approval of this item will authorize the City Manager to execute an agreement, in a form acceptable to the City Attorney, with Bandes Construction Company, Inc. to proceed with construction of the Emergency Operations Center at Fire Station No. 1.

Resolution/Ordinance Information:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE AWARD OF A CONTRACT WITH BANDES CONSTRUCTION COMPANY, INC. FOR THE EMERGENCY OPERATIONS CENTER BUILDING SERVICES AT FIRE STATION NO. 1; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT; APPROVING PAYMENT FROM THE GRANTS FUND (\$4,500,000) AND UNASSIGNED GENERAL FUND BALANCE (980,590); AND PROVIDING AN EFFECTIVE DATE.

Appropriation Code:

001-1521-522.62-00; 125-1521-522.62-00

Requirements:

Resolution

Cost:

\$5,484,590.00

Attachments:

1. Resolution
2. EOC Contract Final
3. Bandes - Bid Submission (EOC)
4. Notice of Intent to Award - Bandes Construction

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE AWARD OF A CONTRACT WITH BANDES CONSTRUCTION COMPANY, INC. FOR THE EMERGENCY OPERATIONS CENTER BUILDING SERVICES AT FIRE STATION NO. 1; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT; APPROVING PAYMENT FROM THE GRANTS FUND (\$4,500,000) AND UNASSIGNED GENERAL FUND BALANCE (984,590); AND PROVIDING AN EFFECTIVE DATE.

Whereas, via Resolution 119-23, the City of Temple Terrace accepted State Appropriation Grant funding of \$4,500,000.00 through the Florida Legislature under Grant Agreement F0113 for the design-bid-build of an Emergency Operations Center (EOC) at Fire Station No. 1; and

Whereas, in accordance with the grant requirements, the project must be completed by February 28, 2027; and

Whereas, Resolution 41-24 authorized staff to contract with Applied Sciences Consulting, Inc. for professional project management services, including preparation of a building package with architectural design and a technical specification package for construction; and

Whereas, the City issued Request for Qualifications (RFQ) No. 25-011 from October 17, 2025, through October 24, 2025, seeking qualified firms to provide building services for a hardened, two-story, 8,995-square-foot Emergency Operations Center and associated site improvements at Fire Station No. 1, and multiple proposals were received in response; and

Whereas, following review of written submissions and eight firm presentations, the City's selection committee issued a Notice of Intent to Award the project to Bandes Construction Company, Inc.; and

Whereas, the City wishes to enter into a building contract with Bandes Construction in the amount of \$5,484,590 as defined and acknowledged in the RFQ submitted by Bandes; and

Whereas, the project is funded through a combination of State Appropriations Grant funding of \$4,500,000.00 and the City providing \$1,500,000.00, with expenditures to be made from accounts 125-1521.522.62-00 (\$4,500,000) and 001-1521-522.62-00 (\$984,590); and

Whereas, staff recommends that the City Council approve the contract with Bandes Construction Company, Inc. for the Emergency Operations Center building services at Fire Station No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, that:

1. The contract with Bandes Construction Company, Inc. for the Emergency Operations Center building services at Fire Station No. 1, attached hereto as Exhibit A, is hereby approved.

2. The City Manager is authorized to execute said contract with Bandes Construction Company, Inc.
3. The amount of \$5,484,590.00 to be paid from accounts 125-1521-522.62-00 and 001-1521-522.62-00 is hereby approved.
4. This resolution shall become effective immediately upon adoption.

Passed and Adopted by the City Council of the City of Temple Terrace, Florida, this 16th Day of December 2025.

(Corporate Seal)



X

Andrew Ross
Mayor

Attest:

X

Lynda Sader
City Clerk



Bid No. 25-011

CONTRACT DOCUMENTS

CONSTRUCTION OF FIRE STATION 1 EMERGENCY OPERATIONS CENTER

Prepared by Public Works

CITY OF TEMPLE TERRACE, FLORIDA

September 22, 2025

Construction of Fire Station 1 Emergency Operations Center Contract
Bid No. 25-011

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Construction of Fire Station 1 Emergency Operations Center Contract
Bid No. 25-011

This Construction of Fire Station 1 Emergency Operations Center Contract ("Contract"), made and entered into on the _____ day of December 2025, by and between the City of Temple Terrace, Florida (the "City" and/or "Owner"), and a Florida Corporation, Bandes Construction Company, Inc. ("Bandes" and/or "Contractor").

SECTION 1
WITNESSETH

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

- 1.1 The City will engage the Contractor to construct the Fire Station 1 Emergency Operations Center ("Project") and to provide and perform all services, work, labor, materials and equipment necessary to deliver and complete the Project;
- 1.2 The Contractor shall furnish all the materials and perform all the Work for the Project in full and in complete accordance as provided by this Contract, Construction Plans and Specifications, and the Bid Documents, which are incorporated by reference as if fully contained in this Contract;
- 1.3 The Contractor shall commence the work to be performed under this Contract on a date to be specified in a written Notice to Proceed by the Owner and shall fully complete all work hereunder within **365 consecutive Calendar Days** from said date;
- 1.4 The Owner hereby agrees to pay the Contractor for the faithful performance of this Contract, subject to additions and deductions as provided in the Contract, Construction Plans and Specifications, and the Bid Documents, in lawful money of the United States, in the amount of \$5,484,590.00, based on the estimated quantities and unit or lump sum prices contained herein;
- 1.5 As outlined in Section 30.4, the Owner shall make partial payments to the Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, LESS five percent (5%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has been performed strictly in accordance with this Contract and until such work has been accepted by the Owner;
- 1.6 Upon submission of a Final Consent by the Surety or upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Project have been paid in full, final payment on account of this Contract shall be made within thirty (30) Business Days after the completion by the Contractor of all work covered by this Contract, the acceptance of such work by the Owner and upon receipt of the final invoice;

- 1.7 It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Project is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of One Thousand Dollars (\$1,000.00) per Calendar Day for each day thereafter, Sundays and Holidays included, that the Project remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the Project within the time stipulated, and this sum is no a penalty, being the liquidated damages the Owner will have sustained in event of such default by the Contractor;
- 1.8 That the Contractor shall indemnify and hold harmless the Owner, its officers, and employees from liability, damages, losses, and costs including, but not limited to, reasonable attorney's fees in the amount of \$1,000,000.00 per occurrence to the extent that such is caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in performance of the Project;
- 1.9 It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at the Contractor's expense, within five (5) Calendar days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the Owner; and
- 1.10 No additional work or extras shall be done unless the same shall be duly authorized in writing by the Owner.

SECTION 2

DEFINITIONS

- 2.1 **Architect:** A licensed professional contracted with the City to ensure the Work complies with the design intent and quality standards.
- 2.2 **Bonds:** Bid performance and payment bonds and other instruments of security, furnished by the Contractor and a Surety in accordance with the Contract Documents.
- 2.3 **Business Day and Business Hour(s):** Monday through Friday from 8:00 a.m. to 5:00 p.m., Local Time, excluding City holidays or other official closures.
- 2.4 **Change Order:** A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.

- 2.5 **City:** The City of Temple Terrace, Florida, acting by and through its authorized designees, agents and employees.
- 2.6 **Contract:** This document executed by the Owner and Contractor and any and all documents referenced herein and Attachments/Appendixes attached hereto as well as all subsequent Change Orders.
- 2.7 **Contract Documents:** The Agreement, Specifications, Drawings, Plans, Addenda (whether issued prior to opening of bids or execution of the Agreement), Modifications, and Change Orders.
- 2.8 **Contract Price:** The total monies payable to the Contractor under the Contract Documents.
- 2.9 **Contract Time:** The number of calendar days stated in the Agreement for the completion of the Work.
- 2.10 **Contractor:** The person, firm or corporation with whom the Owner has executed the Agreement.
- 2.11 **Day:** A calendar day, unless otherwise noted.
- 2.12 **Drawings:** The drawings and Plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer/Architect and are referred to in the Contract Documents.
- 2.13 **Engineer:** The Owner's designated representative.
- 2.14 **Field Order:** A written order issued by the Engineer/Architect which clarifies or interprets the Contract Documents in accordance with paragraph 17.1 or orders minor changes in the Work in accordance with paragraph 23.2.
- 2.15 **Holidays:** Refers to City Holidays or other official closures.
- 2.16 **Owner:** The City of Temple Terrace, Florida.
- 2.17 **Project:** The entire construction to be performed as provided in the Contract Documents.
- 2.18 **Project Representative:** The authorized representative of the Engineer/Architect or Owner who is assigned to the Project or any parts thereof.
- 2.19 **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrates the equipment, material or some portion of the Work.
- 2.20 **Specifications:** The Instructions to the Contractor, these General Conditions, the

Supplementary General Conditions and the Technical Specifications.

- 2.21 **Subcontract:** An agreement between the Contractor and any other person or entity wherein that person or entity agrees to perform any requirement(s) for the Contractor, specifically related to securing or fulfilling the Contractor's obligations to the Owner under the terms of this Contract.
- 2.22 **Subcontractor:** An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 2.23 **Substantial Completion:** The date as certified by the Engineer/Architect when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents and upon issuance of a Temporary Certificate of Occupancy or the final Certificate of Occupancy, so that the Project or specified part can be used for the purposes for which it was intended; or if there be no such certification, the date when final payment is due. The Contractor is still obligated to obtain a final Certificate of Occupancy within the timeline set forth in section 1.3.
- 2.24 **Work:** Any and all obligations, duties and responsibilities necessary for the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

SECTION 3
CORRELATION, INTERPRETATION AND INTENT OF CONTRACT
DOCUMENTS

- 3.1 It is the intent of the Specifications and Shop Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Contract between the Owner and the Contractor.
- 3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor will call it to the Engineer/Architect's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: State Legislation Appropriation Grant, Contract, Specifications, Scale Drawings. Within the specifications the order of precedence shall be as follows: Supplementary General Conditions, Instructions to the Contractor, General Conditions, Technical specifications, Standard specifications. Figured dimensions on Drawings shall govern over scaled dimensions, and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having become familiar with the nature and extent of the Contract Documents, Work, locality, and local conditions that may in any manner affect the Work to

be done.

SECTION 4
OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS

- 4.1 All Specifications, Drawings, and copies thereof furnished by the Engineer/Architect shall remain the Engineer/Architect's or Owner's property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Contract, shall be returned to the Engineer/Architect or Owner on request upon completion of the Project.
- 4.2 The Owner will furnish the Contractor with five (5) copies of the Specifications and Drawings at the contract signing. Additional copies will be furnished, upon request, at the cost of reproduction.
- 4.3 The Contractor will keep one AS copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer/Architect and shall be delivered to the Engineer/Architect for the Owner upon completion of the Project.

SECTION 5
AWARD, EXECUTION OF DOCUMENTS, DELIVERY OF BONDS, ETC.

- 5.1 At least three (3) counterparts of the Contract and such other Contract Documents as practicable will be signed by the Owner and Contractor. The Engineer/Architect will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. The Owner, the Contractor and the Engineer/Architect will each receive an executed counterpart of the Contract Documents.
- 5.2 Simultaneously with the execution of the Contract, the Contractor will deliver to the Owner the required Bonds.

SECTION 6
PROGRESS AND SUBMISSION SCHEDULES; PRECONSTRUCTION
CONFERENCE; TIME OF STARTING THE WORK

- 6.1 Within ten (10) Calendar days after execution of the Contract, the Contractor will submit to the Engineer/Architect for approval, an estimated progress Schedule indicating the starting and completion dates of the various stages of the Work, and a schedule of Shop Drawing submissions. At least ten (10) Calendar days prior to submitting the first application for Payment, the Contractor shall also submit a schedule of values as required by paragraph 30.1.
- 6.2 Before starting the Work, a conference will be held to review the project schedule, to establish procedures for handling Shop Drawings and other submissions and for the processing applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the Engineer/Architect, Project Representative, the Contractor, and the Contractor's superintendent.
- 6.3 Prior to starting the Work, the Contractor will furnish the Owner and Engineer/Architect

certificates of insurance as required by Section 38.

- 6.4 The Contractor will start the Work on the date on which the Contract is executed and delivered, or on such other date, if any, as may be specified in the Contract. However, at the time of the execution and delivery of the Contract the Owner may give the Contractor a written Notice to Proceed, stating a different date on which it is expected that the Contractor will start the Work, but such date shall not be more than thirty (30) days after the date of execution and delivery of the Contract or ten (10) days after receipt of all necessary site and building permits, whichever comes first. The Contractor shall not request a time extension on the Work, delay the Work, and/or seek delay costs in relation to this section. A copy of the Notice to Proceed shall be sent to the Engineer/Architect. No work shall be done prior to the date on which the Work is to start.
- 6.5 The Contract Time shall commence to run on the date when the Work is to start as provided in this Section 6.4.

SECTION 7

WORK BY OTHERS

- 7.1 The Owner may perform additional work related to the Project or may let other direct contractors perform additional work therefore which shall contain General Conditions similar to these. The Contractor will afford the other contractors who are parties to such direct contracts (or the Owner, if the Owner is performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and the Contractor shall properly connect and coordinate the Contractor's Work with the work of the other contractors.
- 7.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or the Owner), the Contractor will inspect and promptly report to the Engineer/Architect in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship to the Contractor's Work except as to defects and deficiencies which may appear in the other work after the execution of the Contractor's Work.
- 7.3 The Contractor will do all cutting, fitting and patching of the Contractor's Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer/Architect.
- 7.4 If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the award of the Contract, written notice thereof shall be given to the Contractor in additional expense or entitles the Contractor to an extension of the Contract Time, the Contractor may make a claim therefore as provided in Section 25 and 27.

SECTION 8

TIME OF COMPLETION AND LIQUIDATED DAMAGES

- 8.1 The Project will be completed and ready for Final Inspection within the specified Calendar Days from the date in the Notice to Proceed.

- 8.2 If the Contractor fails to achieve Substantial Completion of the Project within the schedule provided herein, the City shall be entitled to retail or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$1,000.00 per Calendar Day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be reasonable estimate and damages the City will incur as a result of delayed completion of the Project. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the day of the demand at the maximum allowable rate.
- 8.3 Permitting the Contractor to continue and finish the Project after the specified time herein for its completion shall in no way operate as a waiver on the part of the Owner or any of its rights under the Contract.
- 8.4 Completion of the Project shall include complete possession and occupancy of the Owner.
- 8.5 The Substantial Completion date, as established in this Section 32, shall be considered the Date of Contract Completion, unless a longer period of time permitted by the Owner in writing.

SECTION 9

LABOR REGULATIONS

- 9.1 The Contractor shall fully comply with all laws and regulations concerning labor, work hours, labor conditions, wage rates and related matters.

SECTION 10

PERFORMANCE BOND

- 10.1 The Contractor shall furnish a surety bond in an amount at least equal to 100 percent (100%) of the Contract price as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The surety on such bond shall be duly authorized surety company satisfactory to the Owner.
- 10.2 The Contractor shall furnish a surety bond in an amount at least equal to 100 percent (100%) of the Contract price as security for the one-year warranty period following acceptance of the Project by the Owner. This bond may be incorporated in the Contract Bond or may be submitted as a separate warranty bond at the time of the request for final payment. The surety on such bond shall be a duly authorized surety company satisfactory to the Owner.

SECTION 11

SUBCONTRACTS AND SUBCONTRACTORS

- 11.1 Prior to the start of any Work by Subcontractors, the Contractor shall submit to the Owner and the Engineer/Architect for review and acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for those portions of the Work as to which

the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Prior to the execution and delivery of the Agreement, the Engineer/Architect will notify the Contractor in writing if either the Owner or the Engineer/Architect, after due investigation, has reasonable objection to any subcontractor, person or organization on such list. The failure of the Owner or the Engineer/Architect to make objection to any subcontractor, person or organization on the list prior to the execution and delivery of the Agreement shall not constitute a waiver of any right of the Owner or the Engineer/Architect to reject defective Work, material or equipment, or work, material or equipment not in conformance with the requirements of the Contract Documents.

- 11.2 If, prior to the execution and delivery of the Agreement, the Owner or the Engineer/Architect has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the Contractor may, prior to such execution and delivery, either submit an acceptable substitute without an increase in his Bid Price or withdraw his Bid and forfeit his Bid Security. If, after the execution and delivery of the Agreement, the Owner or the Engineer/Architect refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.
- 11.3 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the Owner or the Engineer/Architect may have reasonable objection, nor will the Contractor be required to employ any subcontractor against whom the Contractor has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the Owner and the Engineer/Architect, unless the Engineer/Architect determines that there is good cause for doing so.
- 11.4 The Contractor will be fully responsible for all acts and omissions of any Subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner or the Engineer/Architect or any obligation on the part of the Owner or the Engineer/Architect to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law.
- 11.5 If a Subcontractor is utilized by the Contractor, the Contractor shall pay the Subcontractor in a reasonable time after receipt of full or partial payments from the Owner. The Owner shall not be liable to any Subcontractor for any expenses or liabilities incurred under any Subcontract. The Contractor shall be solely liable to the Subcontractor for all expenses and liabilities under the Contract.
- 11.6 All Subcontracts must include a statement from the proposed Subcontractor acknowledging acceptance of and intent to be bound by the Contract terms included in the Contract between Contractor and Owner. *See, Section 49 Conditions.*
- 11.7 The divisions and sections of the Specifications and the identifications of any drawings shall not control the Contractor in dividing the work among Subcontractors or delineating the Work to be performed by any trade.
- 11.8 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms

and conditions.

SECTION 12
MATERIALS, EQUIPMENT AND LABOR: SUBSTITUTE MATERIAL
OR EQUIPMENT

- 12.1 The Contractor will provide and pay for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
- 12.2 All materials and equipment will be new. If required by the Engineer/Architect, the Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 12.3 If it is indicated in the Specifications that the Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, the Contractor will, promptly after the award of the Contract, make written application to the Engineer/Architect for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same function as that specified. No substitute shall be ordered or installed without the written approval of the Engineer/Architect who shall be the judge of equality.
- 12.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise specifically provided in the Contract Documents.

SECTION 13
PATENT FEES AND ROYALTIES

- 13.1 The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The Contractor will indemnify and hold harmless the Owner and the Engineer/Architect and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

SECTION 14
PERMITS, LAWS, TAXES AND REGULATIONS

- 14.1 The Owner shall secure and pay for all construction permits and licenses and shall pay all governmental and public utility charges and inspection fees necessary for the prosecution of the Work. The Contractor shall be responsible for all paperwork and applications associated with the permits, licenses and inspections for the Work. The Contractor shall maintain current occupational licenses with Hillsborough County and the City of Temple Terrace. The necessary permits shall be posted at the construction site prior to beginning any Work.

- 14.2 The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, the Contractor will give the Engineer/Architect prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer/Architect, he will bear all costs arising therefrom.
- 14.3 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is to be performed.

SECTION 15
AVAILABILITY OF LANDS; PHYSICAL AND SUBSURFACE CONDITIONS;
REFERENCE POINTS

- 15.1 The Owner will provide, as indicated in the Contract Documents, and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner, unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands or providing such easements entitles the Contractor to an extension of the Contract Time, the Contractor may make a claim therefore as provided in Section 27. The Contractor will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- 15.2 The Owner will, upon request, furnish to the Contractor copies of all boundary surveys and subsurface tests.
- 15.3 The Contractor will promptly notify the Owner and Engineer/Architect in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Engineer/Architect will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner will obtain the necessary additional surveys and tests and furnish copies to the Engineer/Architect and the Contractor. If the Engineer/Architect finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.
- 15.4 The Owner will establish such general reference points as in his judgement will enable the Contractor to proceed with the Work. The Contractor will be responsible for the layout of the Work and will protect and preserve the established reference points and will make no changes or relocations without the prior written approval of the Owner. He will report to the Engineer/Architect whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor will replace and accurately relocate all reference points so lost, destroyed or moved.

SECTION 16
USE OF PREMISES

- 16.1 The Contractor will confine the Contractor's equipment, the storage of materials and equipment and the operations of the Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.
- 16.2 The Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will the Contractor subject any part of the Work to stresses or pressures that will endanger it.
- 16.3 Where the Contractor is working adjacent to existing streets, buildings or other improvements, the Contractor shall match the grades in the construction with the existing grades, unless otherwise directed by the Engineer/Architect. Where matching existing grades will result in undesirable bumps in a roadway surface, in improper drainage, in unsightly appearance or in any other condition contrary to the intent of the Contract Documents, the Contractor shall notify the Engineer/Architect in writing. The Engineer/Architect may require that the new construction match existing grades, may require other changes in the grades of the new construction or may authorize variation from this requirement.
- 16.4 Where the Contractor is working near existing streets, structures or other improvements or where the Contractor is moving equipment, materials or personnel over existing streets or in or near improved areas, every reasonable effort shall be made to avoid damage to such improvements or improved areas. Any damage directly or indirectly caused by the Contractor's actions shall be promptly repaired by the Contractor at no expense to the Owner. Any repairs made by the Contractor shall result in the existing improvement or improved area being returned to a condition at least equal to that which existed prior to damage by the Contractor.

SECTION 17 **ENGINEER'S STATUS DURING CONSTRUCTION**

- 17.1 The Engineer/Architect shall be the Owner's representative during the construction period. All instructions of the Owner to the Contractor shall be issued through the Engineer/Architect. The duties and responsibilities and the limitations of authority of the Engineer/Architect as the Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the Owner and the Engineer/Architect.
- 17.2 The Engineer/Architect will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer/Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work nor will the Engineer/Architect be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. The Engineer/Architect's efforts will be directed toward providing assurance for the Owner that the completed Project will conform to the requirements of the Contract Documents, but the Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract documents. On the basis of on-site observations as an experienced and qualified design professional, the Engineer/Architect will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work of Contractors.

- 17.3 The Engineer/Architect will have authority to disapprove of or reject Work which is defective or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in paragraph 20.1. The Engineer/Architect will also have authority to require special inspection or testing of the Work as provided in paragraph 23.2 whether or not the work is fabricated, installed or completed.
- 17.4 Neither the Engineer/Architect's authority to act under this Section 17 nor any decision made in good faith either to exercise such authority shall give rise to any duty or responsibility of the Engineer/Architect to the Contractor, any Subcontractor, any of their agents or employees or another other person performing any of the Work.

SECTION 18

ENGINEER'S INTERPRETATIONS AND DECISIONS

- 18.1 The Engineer/Architect will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as may be determined necessary for the proper execution of the Work, such clarifications and interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles the Contractor to an increase in the Contract Price, the Contractor may make a claim therefore as provided in Section 25.
- 18.2 The Engineer/Architect will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In the capacity as interpreter and judge, the Engineer/Architect's best efforts will be exercised to insure faithful performance by both the Owner and the Contractor. The Engineer/Architect will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the Engineer/Architect for decision, which the Engineer/Architect shall render in writing within a reasonable time.

SECTION 19

SHOP DRAWINGS AND SAMPLES

- 19.1 The Contractor will submit to the Architect for approval, in accordance with the accepted schedule of Shop Drawing submissions, five copies (or at the Architect's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Architect may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Architect to review the information as required.
- 19.2 The Contractor will also submit to the Architect for approval, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- 19.3 At the time of each submission, the Contractor will in writing call the Architect's attention

to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

- 19.4 The Architect will check and approve with reasonable promptness Shop Drawings and samples, but this checking and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor will make any corrections required by the Architect and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Architect on previous submissions.
- 19.5 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been approved by the Architect.
- 19.6 The Architect's approval of Shop Drawings or samples shall not relieve the Contractor from the responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Architect's attention to such deviations at the time of submission and the Architect has given written approval to the specific deviations, nor shall any approval by the Architect relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.
- 19.7 The Architect's review of the initial Shop Drawing submittal for each item will be made at City expense. Reviews of subsequent resubmittals will be made by the Architect or Engineer, all re-submittals after first re-submittals may incur a cost of \$150.00 at the expense of the Contractor; said costs will be deducted from payments otherwise due the Contractor.

SECTION 20

TESTS AND INSPECTIONS

- 20.1 All materials used in the Work shall be inspected, tested and compliance determined by the Engineer/Architect before incorporation in the Work. The Contractor shall furnish the Engineer/Architect any required certificates for, and including, pipe, roadway materials, asphalt mixes, and asphalt coatings. Any Work in which untested materials are used without approval or written permission of the Engineer/Architect shall be performed at the Contractor's risk. If any such Work required to be inspected, tested, or approved is covered up without written approval or consent of the Engineer/Architect, it shall, if directed by the Engineer/Architect, be uncovered for observation at the Contractor's expense. Materials found to be unacceptable and unauthorized will not be paid for and shall be removed at the Contractor's expense.
- 20.2 Unless otherwise designated, density and compaction tests in accordance with the cited standard methods of AASHTO or ASTM which are current at the time bids are taken will be made by and at the expense of the Owner except for re-testing as noted herein. Samples will be taken, and testing will be made by a qualified Testing Firm selected by the Owner. The Contractor shall give due notice to the Engineer/Architect when tests are to be made, who in turn will schedule the work with the Testing Firm. The Owner will require the Testing Firm to furnish test results to the Contractor and to the Engineer/Architect.
- 20.3 In the event that any tests show a failure to meet the requirements of the Contract Documents, the re-testing shall be at the expense of the Contractor, and such costs will be deducted from

the payments otherwise due the Contractor. Said costs will include the Owner's charge by the Testing firm plus an administrative charge of fifteen dollars (\$15.00) per test.

- 20.4 Engineering, architectural and inspection services relative to re-tests for leakage in water mains, tapping saddles, sewage force mains, and sanitary sewers shall be at the expense of the Contractor, and such costs will be deducted from the payments otherwise due the Contractor. The costs shall be based on the time actually required to observe the re-tests times an hourly rate of fifty dollars (\$50.00) per hour.

SECTION 21

CONTRACTOR'S SUPERVISION AND SUPERINTENDENT

- 21.1 The Contractor will supervise and direct the Work efficiently with his best skill and attention. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, Contractor will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor will at once report in writing to the Engineer/Architect any conflict, error or discrepancy which the Contractor may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 21.2 The Contractor will keep on the work at all times during its progress a resident Superintendent satisfactory to the Engineer/Architect. The Superintendent shall not be replaced without the consent of the Engineer/Architect except under extraordinary circumstances. The Superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.
- 21.3 The Contractor will provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor will at all times maintain good discipline and order among the Contractor's agents and employees at the site.
- 21.4 The Engineer/Architect will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

SECTION 22

SAFETY AND PROTECTION; EMERGENCIES

- 22.1 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
- 22.1.1 All employees on the Work and other persons who may be affected thereby.
 - 22.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.
 - 22.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed

for removal, relocation or replacement in the course of construction.

- 22.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the prosecution of the Work, the Contractor will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel. All damage, injury or loss to any property referred to in paragraph 22.1.2 or 22.1.3 caused, directly or indirectly in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor except damage or loss attributable to the fault of drawings or Specifications or to the acts or omissions of the Owner or the Engineer/Architect or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.
- 22.3 The Contractor will designate a responsible employee at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer/Architect.
- 22.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, with special instruction or authorization from the Engineer/Architect or Owner, is obligated to act, using proper discretion, to prevent threatened damage, injury or loss. The Contractor will give the Engineer/Architect prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional work done in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price or any extension of the Contract Time, the Contractor may make a claim therefore as provided in Section 25 and Section 27.

SECTION 23

ACCESS TO THE WORK; UNCOVERING FINISHED WORK

- 23.1 The Engineer/Architect and the Engineer/Architect's representatives and other representatives of the Owner will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 23.2 If any Work is covered contrary to the request of the Engineer/Architect, it must, if requested by the Engineer/Architect, be uncovered for observation by the Engineer/Architect and replaced at the Contractor's expense.
- 23.3 If any Work has been covered which the Engineer/Architect has not specifically requested to observe prior to its being covered, or if the Engineer/Architect considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer/Architect's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer/Architect may require, that portion of the

Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if a claim is made therefore as provided in Section 25 and Section 27.

SECTION 24

CHANGES IN THE WORK

- 24.1 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Section 25 and Section 27.
- 24.2 The Engineer/Architect may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the Engineer/Architect entitles the Contractor to an increase in the Contract Price, a claim may be made therefore as provided in Section 25.
- 24.3 Additional Work performed by the Contractor without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 22.3 and except as provided in paragraphs 20.1, 23.3 and 24.2.
- 24.4 The Owner will execute any appropriate Change Order prepared by the Engineer/Architect covering changes in the Work to be performed in an emergency as provided in paragraph 22.3 and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is approved by the Engineer/Architect.
- 24.5 It is the Contractor's responsibility to notify the Surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.

SECTION 25

CHANGE OF CONTRACT PRICE

- 25.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without change in the Contract Price.
- 25.2 The Contract Price may be changed only by a Change Order. If the Contractor is entitled by

the Contract documents to make a claim for an increase in the Contract Price, such claim shall be in writing delivered to the Owner and the Engineer/Architect within 15 days of the occurrence of the event giving rise to the claim. All claims for adjustments in the Contract Price shall be determined by the Engineer/Architect if the Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

25.3 The Value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

25.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

25.3.2 By mutual acceptance of a lump sum.

25.3.3 By cost and a mutually acceptable fixed amount for overhead and profit.

25.3.4 If none of the above methods is agreed upon, the value shall be determined by the Engineer/Architect on the basis of the costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, worker's compensation, etc.), materials, equipment and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for Contractor's combined overhead and profit shall be as follows:

- i. For all such Work done by the Contractor, the Contractor may add up to ten percent of the actual net increase in cost, and
- ii. For all such Work done by a Subcontractor, each Subcontractor may add up to ten (10) percent of the actual net increase in costs for combined overhead and profit and the Contractor may add up to seven percent (7%) of the Subcontractor's total for combine overhead and profit; provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph.

25.3.5 The Contractor will submit in form prescribed by the Engineer/Architect an itemized cost breakdown together with supporting data.

25.4 The amount of credit to be allowed by the Contractor to the owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the Engineer/Architect. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

SECTION 26

CASH ALLOWANCES

26.1 The Contractor will include in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such suppliers or Subcontractors and for such sums within the limit of the allowances as the Engineer/Architect may approve. Upon final payment, the Contract Price shall be decreased as required and an appropriate Change Order issued. The Contractor agrees that the original

Contract Price includes such sums as the Contractor deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

SECTION 27

CHANGE OF CONTRACT TIME

- 27.1 The Contract Time may be changed only by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, such claim shall be in writing delivered to the Owner and the Engineer/Architect within ten (10) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the Engineer/Architect if the Owner and the Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 27.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in paragraph 27.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 27.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Section 27 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

SECTION 28

NEGLECTED WORK

- 28.1 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after three (3) days' written notice to the Contractor, may, without prejudice to any other remedy available, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor if the Engineer/Architect approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the Owner.

SECTION 29

WARRANTY AND GUARANTEE: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 29.1 The Contractor warrants and guarantees to the Owner and the Engineer/Architect that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in paragraph 20.2. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be

considered defective. Prompt notice of all defects will be given to the Contractor. All defective Work, whether or not in place, may be rejected.

- 29.2 If required by the Engineer/Architect prior to approval of final payment, the Contractor will promptly, without cost to the Owner and as required by the Engineer/Architect, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer/Architect, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly correct or remove and replace such rejected Work within a reasonable time, all as required by written notice from the Engineer/Architect, or in an emergency where delay could cause serious risk of loss or damage, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal or replacement of defective Work.
- 29.3 If, after the approval of final payment and prior to the expiration of one year after the date of Final Payment (see Section C-35.2.3) or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will, promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instruction, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.
- 29.4 If, instead of requiring correction or removal and replacement of defective Work, the Owner prefers to accept it, Owner may do so. In such case, if acceptance occurs prior to approval of Final Payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Price; or, if the acceptance occurs after approval of Final Payment, an appropriate amount shall be paid by the Contractor.

SECTION 30

APPLICATIONS FOR PROGRESS PAYMENTS

- 30.1 Prior to submitting the first application for a Progress Payment, the Contractor will submit to the Engineer/Architect a schedule of values of the Work, including quantities and unit prices, aggregating the amount of the Contract. This schedule shall be satisfactory in form and substance to the Engineer/Architect and shall subdivide the Work into component parts in sufficient detail to serve as the basis for Progress Payments during construction.
- 30.2 Once a month on the day established at the preconstruction meeting, the Contractor shall submit to the Engineer/Architect for review three (3) copies, plus as many additional copies as the Engineer/Architect may require for the Engineer/Architect's own use, of the Application for Payment filled out and signed by the Contractor covering the Work completed and materials stored on the site. Materials stored on the site will be subject to evidence submitted, showing the Owner's title to such materials. (Each Request for Progress Payment shall be based on the percentage of work completed on all items as listed in the

Schedule of Values for the major classifications of the various phases of the Work of the contract amount.) Where the contract amount is based on unit prices, the Request for Progress Payment will be based on quantities completed. Five percent (5%) of each progress payment will be retained until the Work is completed and final acceptance has been made.

- 30.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the Owner prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the Seller or otherwise imposed by the Contractor or such other person.
- 30.4 The Engineer/Architect will, within fourteen (14) calendar days after receipt of each Application for Payment, either indicate in writing an approval of payment and present the Application to the Owner or return the Application to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application. The Owner will, within twenty-five (25) days of presentation to the Owner of an approved Application for Payment, pay the Contractor the amount approved by the Engineer/Architect.

SECTION 31

APPROVAL OF PAYMENTS

- 31.1 The Engineer/Architect's approval of any payment requested in an Application for Payment shall constitute a representation by the Engineer/Architect to the Owner, based on the Engineer/Architect's on- site observations of the Work in progress as an experienced and qualified design professional and on the Engineer/Architect's review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of the Engineer/Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (Subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the Engineer/Architect's approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the Engineer/Architect shall not thereby be deemed to have represented that the Engineer/Architect made exhaustive or continuous on- site inspections to check the quality or the quantity of the Work, or that the Engineer/Architect has reviewed the means, methods, techniques, sequences, and procedures of construction or that the Engineer/Architect has made any examination to ascertain how or for what purpose the Contractor has used monies paid or to be paid to the Contractor on account of the Contract Price.
- 31.2 The Engineer/Architect's approval of Final Payment shall constitute an additional representation by the Engineer/Architect to the Owner that the conditions precedent to the Contractor's being entitled to final payments as set forth in paragraph C-30.3 have been fulfilled.
- 31.3 The Engineer/Architect may refuse to approve the whole or any part of any payment if, in

the opinion of the Engineer/Architect, the Engineer/Architect is unable to make such representations to the Owner. The Engineer/Architect may also refuse to approve any such payment, or, because of subsequently discovered evidence of the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in the opinion of the Engineer/Architect to protect the Owner from loss because:

- 31.3.1 The Work is defective,
- 31.3.2 Claims have been filed or there is reasonable evidence indicating the probable filing thereof,
- 31.3.3 The Owner has been required to correct defective work or complete the Work in accordance with Section 28,
- 31.3.4 Unsatisfactory prosecution of the Work, including failure to clean up as required by Section 41.

SECTION 32

SUBSTANTIAL COMPLETION

- 32.1 Prior to Final Payment, the Contractor may, in writing to the Owner and the Engineer/Architect, certify that the entire Project is substantially complete and request that the Engineer/Architect issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Owner, Contractor and Engineer/Architect will make an inspection of the Project to determine the status of completion. If the Engineer/Architect does not consider the Project substantially complete, the Engineer/Architect will notify the Contractor in writing giving the reasons, therefore. If the Engineer/Architect considers the Project substantially complete, the Engineer/Architect will prepare and deliver to the Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before Final Payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. The Owner shall have seven days after receipt of the tentative certificate during which to make written objection to the Engineer/Architect as to any provisions of the certificate or attached list. If, after considering such objections, the Engineer/Architect concludes that the Project is not substantially complete, the Engineer/Architect will notify the Contractor in writing, stating the reasons, therefore. If, after said seven days and after consideration of the Owner's objections, the Engineer/Architect considers the Project substantially complete, the Engineer/Architect will execute and deliver to the Owner and the Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as the Engineer/Architect believes justified after consideration of any objections from the Owner.
- 32.2 The Owner shall have the right to exclude the Contractor from the Project after the date of Substantial completion, but the Owner will allow the Contractor reasonable access to complete or correct items on the tentative list.
- 32.3 The Substantial Completion date, as established in Section 32, shall be considered the Date of Contract Completion, unless a longer period of time is prescribed by the Owner or Engineer/Architect.

SECTION 33

PARTIAL UTILIZATION

- 33.1 Prior to Final Payment, the Owner may request the Contractor in writing to permit the Owner to use a specified part of the Project which the Owner believes may be used without significant interference with construction of the other parts of the Project. If the Contractor agrees, the Contractor will certify to the Owner and Engineer/Architect that said part of the Project is substantially complete and request the Engineer/Architect to issue a certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter the Owner, Contractor and Engineer/Architect will make an inspection of that part of the Project to determine its status of completion. If the Engineer/Architect does not consider that it is substantially complete, the Engineer/Architect will notify the Contractor in writing giving the reasons, therefore. If the Engineer/Architect considers the Project substantially complete, the Engineer/Architect will execute and deliver to the Owner and Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between the Owner and Contractor for maintenance, heat and utilities as to that part of the Project. The Owner shall have the right to exclude the Contractor from any part of the Project which the Engineer/Architect has so certified to be substantially complete, but the Owner will allow the Contractor reasonable access to complete or correct items on the tentative list.

SECTION 34 **FINAL PAYMENT**

- 34.1 Upon written notice from the Contractor that the Project is complete, the Engineer/Architect will make a final inspection with the Owner and the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.
- 34.2 After the Contractor has completed any such corrections to the satisfaction of the Engineer/Architect and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents - all as required by the Contract Documents - the Contractor may make application for Final Payment following the procedure for progress payments. The final application for payment shall be accompanied by such supporting data as the Engineer/Architect may require.
- 34.3 If, on the basis of observation and review of the Work during construction, final inspection and review of the final Application for Payment--all as required by the Contract Documents-- the Engineer/Architect is satisfied that the Work has been completed and the Contractor has fulfilled all obligations under the Contract Documents, the Engineer/Architect will, within ten days after receipt of the final Application for Payment, indicate in writing the approval of payment and present the application to the Owner for payment. Otherwise, the Engineer/Architect will return the application to the Contractor, indicating in writing the reasons for refusing to approve final payment, in which case the Contractor will make the necessary corrections and resubmit the Application. The Owner will, within ten days of presentation of an approved final application for Payment, pay the Contractor the amount approved by the Engin Engineer/Architect eer.
- 34.4 If, after Substantial Completion of the Work, final completion thereof is materially delayed

through no fault of the Contractor, and the Engineer/Architect so confirms, the Owner shall, upon certification by the Engineer/Architect, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Section 37, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer/Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

SECTION 35

WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

- 35.1 The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract documents shall be absolute. Neither approval of any progress or final payment by the Engineer/Architect, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of faulty or defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 35.2 The making and acceptance of Final Payment shall constitute:
- 35.2.1 A waiver of all claims by the Owner against the Contractor other than those arising from unsettled Liens, from faulty or defective Work appearing after Final Payment or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and
 - 35.2.2 A waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.
 - 35.2.3 The one-year warranty period required under Section 29 shall commence on the date of Substantial Completion of the Work, as determined by the Owner and Engineer/Architect, notwithstanding the date of final payment. Final payment shall not be withheld due to the warranty start date. Substantial Completion shall be documented by a written notice, including any punch list items to be completed.

SECTION 36

INDEMNIFICATION

- 36.1 The Contractor shall indemnify and hold harmless the Owner and the Engineer/Architect and their agents, subcontractors, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone

- directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.
- 36.2 The Contractor's liability shall not exceed the Contract price or two million dollars (\$2,000,000.00), whichever is greater.
- 36.3 In any and all claims against the Owner or the Engineer/Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 36 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.
- 36.4 The obligations of the Contractor under this Section 36 shall not extend to the liability of the Engineer/Architect, the Engineer/Architect's agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the Engineer/Architect, the Engineer/Architect's agents or employees provided such giving or failure to give is the primary cause of injury or damage.

SECTION 37

CONTRACT BONDS

- 37.1 The Contractor shall furnish a Surety Bond as security for the faithful performance and payment of all of the Contractor's obligations under the Contract Documents. In addition, either within said Surety Bond or by separate Warranty Bond, the Contractor shall guarantee the Work performed and materials provided under the Contract for a period of one year after the Owner's acceptance of the construction. These Bonds shall be in amounts at least equal to the Contract Price and in each form and with such sureties as are acceptable to the Owner. Prior to execution of the Contract documents, the Owner may require the Contractor to furnish such other bonds, in such form and with such sureties as the Owner may require. If such other bonds are required by written instructions given prior to opening of bids, the premiums shall be paid by the Contractor.

SECTION 38

CONTRACTOR'S LIABILITY INSURANCE

- 38.1 The Contractor shall purchase and maintain such insurance as will protect the Owner and the Contractor from claims under worker's compensation laws, disability benefit laws or other similar employee benefit laws; from claims or damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any

or all of which may arise out of or result from the contractor's operations under the Contract Documents - whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the Work, the Contractor will file with the Owner and Engineer/Architect certificates of such insurance, acceptable to the Owner; these certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed until at least 15 days prior written notice has been given to the Owner and Engineer/Architect. These policies shall be written to cover the Contractor and Owner jointly.

SECTION 39

OWNER'S INDEMNITY

- 39.1 The Contractor shall obtain and maintain and furnish to the Owner during the life of this Contract full Owner's Protective Liability Insurance as will protect the Owner against all losses or claims which may arise from operations under the Contract Documents within the limits set forth in Section 36.2.

SECTION 40

PROPERTY INSURANCE

- 40.1 The Contractor shall obtain and maintain property insurance and furnish to the Owner during the life of this Contract the full insurable value of the Project. This insurance shall include the interests of the Owner, the Contractor and the Subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.
- 40.2 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Article, except such rights as they may have to the proceeds of such insurance. The Contractor shall require similar waivers by Subcontractors in accordance with paragraph 11.6.

SECTION 41

CLEANING UP

- 41.1 The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work, the Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the Owner. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

SECTION 42

OWNER'S RIGHT OT STOP OR SUSPEND WORK

- 42.1 If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- 42.2 The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the Contractor and the Engineer/Architect which shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension if a claim is made therefore as provided in Section 25 and Section 27.

SECTION 43

OWNER'S RIGHT TO TERMINATE

- 43.1 If the Contractor is adjudged as bankrupt or insolvent, or if a general assignment is made for the benefit of the Contractor's creditors, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property, or if the Contractor files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if the Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, or if the Contractor repeatedly fails to make prompt payments to Subcontractors, or for labor, materials or equipment, or if the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if the Contractor disregards the authority of the Engineer/Architect, or if the Contractor otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and the Surety seven days' written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer/Architect and incorporated in a Change Order.
- 43.2 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor. Upon seven days' written notice to the Contractor and the Engineer/Architect, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expenses sustained plus a reasonable profit.

SECTION 44

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE

- 44.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the Owner or under an order of court of other public authority, or the Engineer/Architect fails to act on any Application for Payment within thirty days after it is submitted, or the Owner fails to pay the Contractor any sum approved by the Engineer/Architect or awarded by arbitrators within thirty days of its approval and presentation, then the Contractor may, upon seven days' written notice to the Owner and the Engineer/Architect, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the Engineer/Architect has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may upon seven days' notice to the Owner and the Engineer/Architect stop the Work until all amounts then due have been paid.

SECTION 45 **DISPUTE RESOLUTION**

- 45.1 The Owner and the Contractor agree that they will first submit any and all claims, counterclaims, disputes, and other matters in question between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to Mediation prior to either of them initiating against the other litigation proceedings.
- 45.2 No request for mediation will be made for matters required to be referred initially to the Engineer/Architect for decision in accordance with these General Conditions until the earlier of (a) the date on which the Engineer/Architect has rendered a written decision or, (b) thirty-one (31) days after the parties have presented their evidence to the Engineer/Architect if a written decision has not been rendered by the Engineer/Architect before that date. If no request for mediation is made within 60 days after the Engineer/Architect has rendered a written opinion, then the decision of the Engineer/Architect will be deemed final and binding on the City and the Contractor.
- 45.3 The Contractor will carry on the Work and maintain the progress schedule during any Dispute Resolution process, unless otherwise agreed by the Contractor and the Owner in writing.

SECTION 46 **MISCELLANEOUS**

- 46.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the person who gives the notice.
- 46.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the Contractor by Section 29 and Section 36 and the rights and remedies available to the Owner and Engineer/Architect thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or

other provisions of the Contract Documents.

- 46.3 Should the Owner or the Contractor suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 46.4 The Contract Documents shall be governed by the law of the place of the Project.

SECTION 47 **BUILDER'S RISK**

- 47.1 Contractor shall secure all-risk type of builder's risk insurance covering work performed under the Contract and materials, equipment or other items to be incorporated therein, while the same are located at the construction site, stored off site, or at the place of manufacture. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, vandalism, malicious mischief, wind collapse, riot, aircraft, and smoke until the date of final acceptance of the Work. The policy may exclude loss or damage caused by or resulting from errors in design or from the use of substandard materials or supplies used knowingly by or at the direction of the insured, but not excluding results, physical loss, or damage to other property covered hereunder. Neither exclusion shall apply in the event of fire, explosion, or acts of God. The maximum deductible allowable under this policy shall be \$100,000.00. The policies providing this insurance shall name the Owner, the Construction Manager, the Design Engineer/Architect, and their Subconsultants as additional insureds as their respective interest shall appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Owner or being construed as relieving the Contractor or his subcontractors of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.

SECTION 48 **OVERTIME WORK**

- 48.1 The normal working hours shall be considered as being from 8:00 a.m. to 5:00 p.m., Monday through Friday, however the Contractor may work outside of those hours. In the event the Contractor works outside of the normal working hours, the Owner is not obligated to supervise the work or be available. In the event inspection services are required of the Engineer/Architect or Project Representative, it shall be coordinated during the normal working hours. If inspection services are required after normal working hours, the Contractor shall coordinate the services for the following business day within normal working hours.

SECTION 49 **CONDITIONS**

49.1 Amendments

This Contract may be amended only by written document, properly authorized, executed, and delivered by both parties hereto.

49.2 **Americans With Disabilities Act**

The Contractor shall comply with the Americans With Disabilities Act. In the event the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for future contracts with the City.

49.3 **Anti-Human Trafficking Affidavit**

The Contractor must complete and abide by the Anti-Human Trafficking Affidavit pursuant to section 787.06(14), Florida Statutes. **Attachment A.**

49.4 **Applicable Law; Venue**

This Contract shall be governed by the laws, rules and regulations, and ordinances of the State of Florida, Hillsborough County. The parties agree that venue for any action relating to this Contract or the Project shall be in the City of Temple Terrace, Hillsborough County, Florida.

49.5 **Discriminatory Vendor List**

In accordance with Section 287.134, Florida Statutes, an entity or affiliate that has been placed on the State of Florida Department of Management Services' "Discriminatory Vendor List" may not submit a bid to provide goods or services to a public entity; may not bid on contracts for the construction or repair of public buildings or public works; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not otherwise transact business with any public entity.

The City does not discriminate on the basis of age, race, color, sex, religion, nation origin, disability, or marital status in the administration or its procurement process or in the performance of its programs, services, or activities.

49.6 **E-Verify**

The Contractor, and any of its Subcontractors used to carry out the duties and responsibilities in this ITB, and subsequent Contract, must register with and use the E-Verify system (E-Verify.gov) to verify the work authorization for newly hired employees within three (3) Business Days of hire. In the event the E-Verify system is unavailable, the Contractor, and its Subcontractors, will comply with section 448.095(2)(c) of Florida Statutes. If applicable, Contractor must also obtain and retain an affidavit from a Subcontractor stating that the Subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States.

49.7 **Public Records**

Provider understands and agrees to comply with Florida Public Records Laws of Chapter 119,

specifically to a.) Keep and maintain public records required by the City to perform the service, b.) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Provider does not transfer the records to the City, d.) Upon completion of the agreement, transfer, at no cost, to the City all public records in possession of the Provider or keep and maintain public records required by the City to perform the service. If the Provider transfers all public records to the City upon completion of the agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Entity has questions regarding the application of Chapter 119, Florida Statutes, to the Entity's duty to provide public records relating to this contract, contact the custodian of public records at:

813.506.6440

Legislative@templeterrace.gov

11250 N. 56th Street,

Temple Terrace, FL 33617

49.8 Public Entity Crime Statement

Pursuant to Florida Statutes Section 287.133, the Contractor shall verify that it is not on the Convicted Vendor List.

49.9 Severability

If any provision of this contract is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the other provisions of this Contract.

49.10 Scrutinized Companies

- 49.1.1 In executing the Contract, Contractor will certify that it is not listed on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel (as defined in section 215.4725, F.S.). Contractor will agree, pursuant to section 287.135, F.S., that the City may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or is placed on the

Scrutinized Companies that Boycott Israel List or is found to be engaged in a boycott of Israel during the term of the Contract.

- 49.1.2 In executing the Contract, Contractor will certify it is not on the Scrutinized Companies With Activities in Sudan or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria. The Contractor will agree that the City may terminate the Contract if the Contractor is found to have submitted a false certification or has been placed on a list pursuant to section 215.473, F.S., relating to scrutinized active business operations in Iran.

49.11 Third Party Beneficiaries

This Contract is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Contract is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Contract or any provisions or conditions hereof.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, and have caused those present to execute this Contract as their duly authorized officers.

CITY OF TEMPLE TERRACE

By: _____

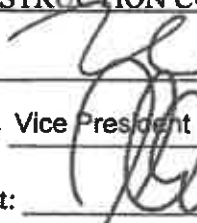
Title: _____

Attest: _____

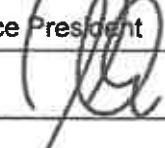
Title: _____

Date: _____

BANDES CONSTRUCTION
CONSTRUCTION COMPANY, INC.

By:  Zachary Bandes

Title: Vice President

Attest:  Jim Dalka

Title: Senior Project Manager

Date: 12/10/2025

ANTI-HUMAN TRAFFICKING AFFIDAVIT

Pursuant to section 787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in 787.06 F.S.

Section 787.06, Florida Statutes, defines "Coercion" as:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person, including extortionate extension of credit, loan sharking as defined in F.S. 687.071, or employment contracts that violate the statute of frauds as provided in F.S. 725.01;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of F.S. 893.03 to any person for the purpose of exploitation of that person.

Bandes Construction Company does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Bandes Construction Company, Inc.

Representative/Officers Printed Name: Zachary Bandes

Representative/Officer's Title: Vice President

Signature: _____

Date: 12/10/2025

EXHIBIT A

BID (PROPOSAL)

TO:

The Mayor and City Council
City of Temple Terrace
11250 N. 56th Street
Temple Terrace, FL 33617

BID (PROPOSAL) FOR:

Bid # 25-011 Fire Station 1 Emergency Ops Center

SUBMITTED BY:

Bandes Construction Company, Inc.

(Name)

1368 Spalding Rd Ste C, Dunedin, FL 34698

(Address)

(hereinafter called "**Bidder**"),

X

a corporation organized and existing under the laws of the State of Florida

*

a partnership.

*

an individual doing business as _____

The Bidder, hereby declares that the only person or persons interested in the Bid (Proposal) as principal or principals is or are named herein, and that no other person than herein mentioned has any interest in this Bid (Proposal) or in the contract to be entered into; that this Bid (Proposal) is made without collusion or fraud.

The Bidder further declares that they have examined and informed themselves fully in regard to all conditions pertaining to what Work is to be done; that they have examined the specifications for the Work and contractual documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that they have satisfied themselves relative to the tasks to be performed.

Five Million four hundred eighty four thousand fife hundred and ninety

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City of Temple Terrace				
BID FORM				
Bid No. 25-011 Fire Station 1 Emergency Operations Center				
Item No.	Description of Work	Quantity	Unit	Unit Cost
General Conditions				
1	Performance Bond	34,500	←	—
2	Builders Risk	28,251		
3	Overhead and Profit	235,980		
4	Mobilization	Included		
5	Temporary Facilities	303,572		
6	Other GC / Cleaning	8,635		
7	Close Out Documentation	Included		
8	Supervision	Included		
9	Material Testing	10,995		
10	Survey / Layout	13,440		
11	As-Built Survey	Included		
Site Construction (Div. 2)				
12	SWPPP Compliance, Silt Fence, Barricades	Included		
13	MOT / Temporary Traffic Control Permitting	Included		
14	Site Demolition (existing structures)	Included		
15	Clearing and Grubbing	535,000		
16	Grading	Included		
17	Building Pad	Included		
18	Parking Lot Lift	Included		
19	Termite Control	Included		
20	Road Base	Included		
21	Asphalt Paving	Included		
22	Concrete Sidewalks	23,486		
23	Striping / Signage / Bumpers	Included		
24	Stormwater Control Systems	Included		
25	Fire Main	Included		
26	Underground Potable Water Main	Included		
27	Sanitary / Gravity Main	Included		
28	Lift Station	Included		
29	Fencing	38,905		
30	Irrigation	9,294		
31	Top Soil	Included		
32	Sod Seeding	4,167		
33	Landscaping	18,363		
Concrete (Div. 3)				
34	Foundations	328,300		
35	Building Slab	Included		
36	Chiller Pad	19,000		
37	Dumpster Pad	10,000		
Masonry (Div. 4)				
38	CMU Walls	213,850		
39	Tie Beams and Columns	Included		

40	Dumpster Enclosure	8,200		
41	Mechanical Yard Enclosure	3,950		
Metals (Div. 5)				
42	Misc. Metals	161,883		
43	Bollards	Included		
44	Metal Joists and Deck	327,600		
45	Stairs and Railings	Included		
46	Carpentry (Div 6)	Included		
47	Rough Carpentry and Blocking	39,785		
Thermal and Moisture Protection (Div. 7)				
48	Insulation	10,398		
49	EIFS			
50	Metal Roof Tiles/System	118,548		
51	Sheet Metal/Flashings	Included		
52	Roof Accessories	8,275		
53	Applied Fire Protection	7,500		
54	Joint Sealants/Fire Stop systems	28,000		
Doors and Windows (Div. 8)				
55	Delivery of Doors & Hardware	103,625		
56	Door and Hardware Installation	12,298		
57	Storefront / Window Material Delivery	191,600		
58	Storefront / Window Installation	Included		
59	Louvers	Included		
Finishes (Div. 9)				
60	Rough Framing	199,700		
61	Drywall	Included		
62	Stucco	158,280		
63	Finishing	Included		
64	Acoustic Ceiling	20,430		
65	Flooring	91,816		
66	Access Flooring	26,985		
67	Paint (*)	33,130		
Specialties (Div. 10)				
68	Restroom Accessories	32,120		
69	Signs	w/Division 11		
70	Blinds	15,273		
71	Key Control Box	1,500		
Furnishings (Div. 11)				
72	Exterior Signage	9,865		
73	Interior Signage	4,861		
Casework (Div 12)				
74	Cabinets Fabrication	75,777		
75	Cabinet Installation	Included		
Conveying Equipment (Div 14)				
76	Elevator	113,000		
Fire Sprinkler (Div. 21)				
77	Fire Sprinkler Rough	49,900		
78	Fire Sprinkler Trim Out / Inspection	Included		

Plumbing (Div. 22)				
79	Plumbing Underground	184,000		
80	Plumbing Rough Interior	Included		
81	Plumbing Fixtures & Trim Out	Included		
HVAC (Div. 23)				
82	Ductwork Material	702,835		
83	Ductwork Labor	Included		
84	Insulation Material	Included		
85	Insulation Labor	Included		
86	CHW Piping Material	Included		
87	CHW Piping Labor	Included		
88	VAV Material	Included		
89	VAV Labor	Included		
90	HVAC Equipment Controls	Included		
91	HVAC Equipment Controls Install and Programming	Included		
92	Exhaust Fans / Louvers / Heaters Material	Included		
93	Exhaust Fans / Louver / Heaters Labor	Included		
94	Grilles and Diffusers Material	Included		
95	Grilles and Diffusers Labor	Included		
96	Pumps & Drains Material	Included		
97	Pumps & Drains Install Labor	Included		
98	Misc. Materials	Included		
99	Water Treatment	Included		
100	Independent Test & Balance	Included		
101	VFD Material and Installation	Included		
Electrical (Div. 26)				
102	Temp Power for Mobilization	1,500		
103	Under slab Material and Labor	Included		
104	Switchgear Material Procurement	Included		
105	Rough-in Material	469,855		
106	Rough-in Labor	Included		
107	Fixture and Controls Package Procurement	Included		
108	Distribution Equipment Material	Included		
109	Distribution Equipment Labor	Included		
110	Lighting Branch Wiring Material	Included		
111	Lighting Branch Wiring Labor	Included		
112	Light Fixture Material	Included		
113	Light Fixture Labor	Included		
114	Power Branch Wiring Material	Included		
115	Power Branch Wiring Labor	Included		
116	Device Material	Included		
117	Device Labor	Included		
118	Lightning Protection	30,245		
119	Fire Alarm	23,072		
Owner Contingency / Allowances				
120	Permits (\$30,000)	30,000		
121	Owner's Construction Contingency (3%)	153,046		
122	Allowance Authorization (\$200,000)	200,000		

Add Alternates				
123	Alternate No. 1 – Roof System	7,500		
Cumulative Totals:				
TOTAL		5,484,590		

^Inclusive of Alternate #1, Owner's Contingency, and Allowance Authorization

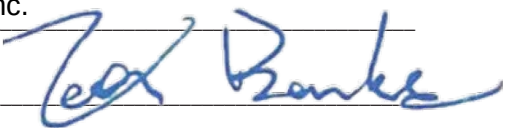
Notes: Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified herein. not guaranteed. Final payment will be based on actual quantities. submitted on the bid form provided by the City. Bids submitted on other forms, other than that provided by the City, will be considered as non responsive and ineligible for award. are responsible for all utility notifications and coordination in the area of work prior to construction. 5. Contractor's are responsible for any damage to private property (i.e. sprinklers, mailboxes, etc)	1. 2. Quantities are 3. The City will only accept bids 4. Contractor's
Zachary Bandes - Vice President Bandes Construction Company, Inc. 10/27/25	Name: Company Name: Date/Signature:
	

EXHIBIT B

List of Subcontractors

Contractor to provide a list of Subcontractors with Bid Proposals:

<u>Name</u>	<u>% of Total Contract</u>	<u>Type of Work Performed</u>	<u>MBE/WBE/SEC 3</u>
KE Martin	5.7%	Sitework	N/A
Cook Shell	11.3%	Concrete & Masonry	N/A
Atlantic Central	6.8%	Structural Steel	N/A
B&B Plumbing	3.8%	Plumbing	N/A
E&I Mechanical	14.5%	HVAC Mechanical	N/A
Blue Bay Electrical	10.9%	Electrical	N/A

Note: Contractor to provide this form for each authorized task order under this contract. Any subcontractor not listed above cannot be used on the task without prior approval by Owner.

Prepared and Submitted by:

Company Bandes Construction Company, Inc.

By Zachary Bandes



Title Vice President

Date 10/27/25

EXHIBIT C

List of All Substituted Materials or Any Changes in the Plans or Specifications

Proposed List of Substituted Materials and Locations:

(As permitted under Section C-8.3 of the General Conditions)

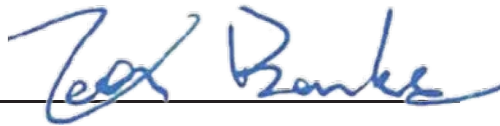
N/A

Note: Contractor to provide this form for each authorized task order under this contract. Contractors shall make written application to Owner for approval of all substituted materials listed above. Contractor shall be responsible to pay for all cost involved for review of the substitution materials, even if the substituted material is not approved for use. Additionally, the Contractor shall be responsible for all additional construction cost arising from the use of substitute materials.

Prepared and Submitted by:

Company Bandes Construction Company, Inc.

By Zachary Bandes



Title Vice President

Date 10/27/25

EXHIBIT D

CONTRACTOR LICENSE

Bidder shall submit the following license data:

State of Florida Certificate No. CGC1523651

Classification General Contractor

Expiration Date August 31, 2026

EXHIBIT E

Public Entity Crimes

CITY OF TEMPLE TERRACE, FLORIDA

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Under paragraph 287.133(3) (a), Florida Statutes, all invitations to bid, requests for proposals, and invitations to negotiate, as defined in s. 287.012, and any contract document described by s. 287.058 shall contain a statement informing persons of the provisions of paragraph (2)(a).

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Bidder shall complete the sworn statement on Public Entity Crimes and return with their bid package.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO AND MINISTER OATHS.

1. This sworn statement is submitted to City of Temple Terrace
by Zachary Bandes - Vice President [print name of the public entity]
[print individual's name and title]
for Bandes Construction Company, Inc.
[print name of entity submitting sworn statement]

whose business address is

1368 Spalding Rd Ste C, Dunedin, FL 34698

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2817684

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: N/A.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

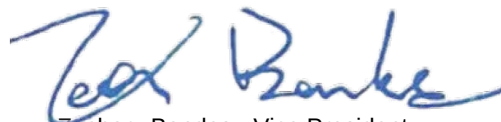
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

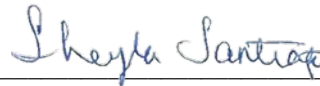
I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


Zachary Bandes - Vice President

[signature]

Sworn to and subscribed before me this 27th day of October, 2025.

Personally known _____



Or Produced identification _____

Notary Public – State of Florida

(Type of Identification)

My commission expires 09-12-2028



Sheyla Santiago

(Printed, typed or stamped
commission name of notary public)

EXHIBIT F

TRENCH SAFETY ACT

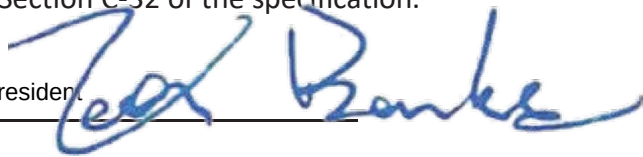
Bidder acknowledges that it is aware of Florida's Trench Safety Act (Sections 553.60-553.64, Florida Statutes), and agrees that Bidder together with any involved subcontractors will comply with all applicable trench safety standards.

Bidder acknowledges that included in the estimated cost for the bid items, are all costs for complying with the referenced state law. The bidder states that the costs to comply with this law are as itemized below:

	Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	<u>Trenches</u>	<u>LF</u>	<u>100</u>	<u>\$5</u>	<u>500</u>
B.	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
C.	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
D.	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

The undersigned, hereby acknowledges that they will comply with the new state law and applicable trench safety standards for the referenced project, including the indemnification of the owner and engineer as outlined under Section C-32 of the specification.

Authorized Signature Zachary Bandes - Vice President



Company Bandes Construction Company, Inc.

Address 1368 Spalding Rd Ste C, Dunedin, FL 34698

EXHIBIT G

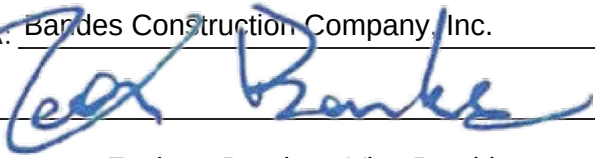
DRUG FREE WORK PLACE

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

CONTRACTOR: Bandes Construction Company, Inc.

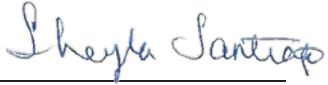
Signature: 

Printed Name & Title: Zachary Bandes - Vice President

Date: 10/27/25

State of Florida, County of Pinellas

The foregoing instrument was acknowledged before me this 27th day of October 2025 who is personally known to me or as produced as identification and who did (did not) take an oath and who acknowledge before me that he executed the same for the purposes therein expressed on behalf of said corporation.

NOTARY PUBLIC: 

Typed Name: Sheyla Santiago

Commission Expires: 09-12-2028



EXHIBIT H

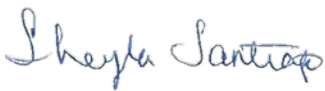
SCRUTINIZED COMPANIES

The undersigned, as Vice President of Bandes Construction Company, Inc. (the "Contractor"), a Florida Corporation, hereby certifies the following to the City of Temple Terrace, Florida, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Florida Statutes, Sections 287.135 and 215.476:

- (i) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, and
- (ii) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (as both such lists are created pursuant to Florida Statutes, Section 215.473); and
- (iii) the Contractor does not have business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba and Syria; and
- (iv) the Contractor was not on either of the foregoing lists or conducting business operations in Cuba or Syria; and
- (v) the Contractor is not on the Scrutinized Companies that Boycott Israel List (pursuant to Florida Statutes, Section 215.4725: and
- (v) the Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting false certification to the City regarding the foregoing matters; and
- (vi) the undersigned in duly authorized to execute this Certification.

ATTEST

As to Contractor Name



Signature

Sheyla Santiago

Print Name

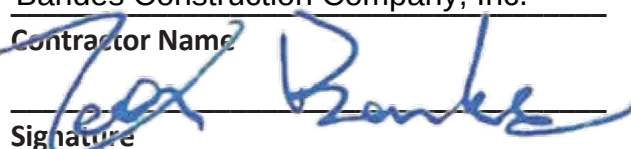
10/27/25

Date

CONTRACTOR:

Bandes Construction Company, Inc.

Contractor Name


Signature

Vice President

Title of Authorized Representative

Zachary Bandes

Print Name

10/27/25

Date

EXHIBIT I
E-VERIFY AFFIDAVIT

STATE OF FLORIDA:

COUNTY OF Pinellas: SS

BEFORE ME, the undersigned authority, personally appeared Jillian Bandes
the authorized representative for Bandes Construction Company, Inc., who, upon first being duly sworn, deposes
and says:

1. I am a General Contractor or Subcontractor, operating in the State of Florida under the business name, Jillian Bandes. I am the General Contractor or Subcontractor for the General Contractor and will be working on the City of Temple Terrace Fire Station 1 Emergency Ops Center construction project with our company staff.
2. I understand that my company must verify each employee's employment eligibility to ensure that he/she is not an unauthorized alien- an individual who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. s. 1324 (h)(3).
3. I understand that Florida Statutes, Section 448.095(5) provides:

(5) PUBLIC AGENCY* CONTRACTING.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

* "Public agency" means any office, department, agency, division, subdivision, political subdivision, board, bureau, commission, authority, district, public body, body politic, state, county, city, town, village, municipality, or any other separate unit of government created or established pursuant to law, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

3. I make this affidavit for the purpose of complying with Florida Statutes, Section 448.095 (5) and hereby swear that I have complied with the E-Verify System to ensure that unauthorized aliens are not working on the job site. I understand that failure to do so could result in any of the following including but not limited to, termination of my contract, a bar from being awarded a public contract for at least one (1) year after the date the contract was terminated, fines for multiple violations and the right to challenge a termination of the contract no later than 20 calendar days after the date on which the contract was terminated.

4. I further certify that I am authorized to sign on behalf of the company named above.

Jillian Bandes - President

Affiant- Authorized Signer for General Contractor or Subcontractor

Bandes Construction Company, Inc.

Business Name

SUBSCRIBED AND SWORN TO before me on the 27th day of October, 2025, by _____, the authorized representative of Bandes Construction, a Florida for profit corporation. He/She is ☒ personally known to me or ☐ has produced _____ as identification. (type of identification)

NOTARY SEAL:



Sheyla Santiago
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary taking acknowledgement)

Sheyla Santiago
Name of Notary typed, printed or stamped

HH 592809 09-12-2028
Commission Number/Expiration Date

EXHIBIT J

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Zachary Bandes (Affiant), as an officer or representative of Bandes Construction Company, Inc. (non-governmental entity), pursuant to Section 787.06(13), Florida Statutes, do hereby attest that Bandes Construction Company, Inc. (non-government entity) does not use coercion for labor or services, as defined below.

Section 787.06, Florida Statutes, defines "Coercion" as:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person, including extortionate extension of credit, loan sharking as defined in F.S. 687.071, or employment contracts that violate the statute of frauds as provided in F.S. 725.01;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of F.S. 893.03 to any person for the purpose of exploitation of that person.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statement is true and correct and that I am authorized to make this attestation on behalf of the non-governmental agency.

Zachary Bandes Zachary Bandes 10/27/25
Signature Name Printed Date

NOTARY BLOCK

State of Florida

County of Pinellas

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, this 27th day of October, ²⁰²⁵ (year), by Zack Bandes (name of person making statement), who is personally known to me or has produced Personally Known (type of identification) as identification.

(NOTARY SEAL)



Sheyla Santiago

Notary Public, State of Florida

Sheyla Santiago
Name of Notary, typed, printed or stamped

SECTION F

BID BOND

Fire Station 1 Emergency Operations Center

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Bandes Construction Company, Inc. - 1368 Spalding Road, Suite C, Dunedin, FL 34698

(hereinafter called the "Principal")

And Liberty Mutual Insurance Company - 175 Berkeley Street, Boston, MA 02116

(hereinafter called the "Surety")

are held and firmly bound unto the City of Temple Terrace, Florida (hereinafter called the "Owner") in the penal sum of:

5% of Accompanying Bid

Dollars (\$ ---5% of Bid---)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents; and

WHEREAS, the Principal contemplates submitting or has submitted a bid to the City of Temple Terrace, Florida, for the furnishing of all labor, materials (except those to be specifically furnished by Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the Work covered in the Proposal and detailed specifications; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Temple Terrace, Florida, and furnish a Contract Surety Bond in an amount equal to one hundred percent (100%) of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Temple Terrace, Florida, and the Surety herein agrees to pay said sum immediately upon demand of the City of Temple Terrace, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Bandes Construction Company, Inc. - 1368 Spalding Road, Suite C, Dunedin, FL 34698

as Principle herein, has caused these presents to be signed in its name by its _____ and

attested by its _____ under its corporate seal,

and the said Liberty Mutual Insurance Company - 175 Berkeley Street, Boston, MA 02116, as

Surety herein, has caused these presents to be signed in its name by its Attorney-in-Fact

and attested in its name by its See Attached Power of Attorney

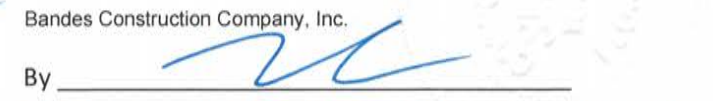
under its corporate seal, this 27th day of October, A.D. 2025.

ATTEST:


Malorie Cantre
Estimating Coordinator
Title

Bandes Construction Company, Inc.

By


Zachary Bandes - Vice President
Title

ATTEST:

See Attached Power of Attorney

Anthony T. Papa Jr., Attorney-in-Fact and
Licensed Florida Resident Agent/A199806
Title

Liberty Mutual Insurance Company

By


Anthony T. Papa, Jr., Attorney-in-Fact and
Licensed Florida Resident Agent/A199806
Title

Note: Surety companies must be authorized to transact business in the State of Florida.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213129-985140**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony T. Papa, Jr.; Breanne E. Souza; Christine A. Papa; Emily Papa

all of the city of Sarasota state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of October, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BANDES, JILLIAN IRENE

BANDES CONSTRUCTION COMPANY, INC.
1368 SPALDING ROAD, SUITE C
DUNEDIN FL 34698

LICENSE NUMBER: CGC1523651

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/08/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





TEMPLE TERRACE

Amazing City. Since 1925.

NOTICE OF INTENT TO AWARD

POSTED AS A PUBLIC NOTICE ON
BULLETIN BOARD AT CITY HALL THIS
3 DAY OF NOV, 2025
Maggie Poell
CITY CLERK

DATE: November 3, 2025

ITB/Bid Title: **Fire Station 1 Emergency Operations Center**

ITB/Bid Number: **25-011**

Please be advised that the City of Temple Terrace has recommended awarding the contract for the above-referenced ITB/Bid to:

Bandes Construction

Any person who is allegedly aggrieved by the City's intended decision to award a contract shall file a written notice with the City's Finance Director pursuant to the Bid Protest Section of the ITB/Bid solicitation. All protests must be sent to:

purchasing@templeterrace.gov

This letter is not to be construed as a final award of the contracts. The final award is subject to review by the City Manager and approval by the City Council.

Sincerely,

Jim Ingram
Director of Finance

Item Cover Page

City Council Item Report

Date: December 16, 2025

From: Chris Mills, Deputy Police Chief

Item Type: Presentations

Subject: PBK Architects Presentation: Conceptual Renderings for a Possible Public Safety Complex

Presenter: Robert Staley, Police Chief

Recommendation:

Discussion:

PBK Architects will provide a presentation to the City Council on the initial conceptual renderings for a possible Public Safety Complex, which could house both a Police Station and a third Fire Station. The presentation will include an overview of the design process, site layout, building features, and functional considerations incorporated to support long-term public safety needs.

Council will have an opportunity to ask questions, provide input on the design direction, and discuss any considerations related to the next steps.

Resolution/Ordinance Information:

Appropriation Code:

Requirements:

Cost:

Attachments:

1. TTPS Initial Design Concepts 12-10



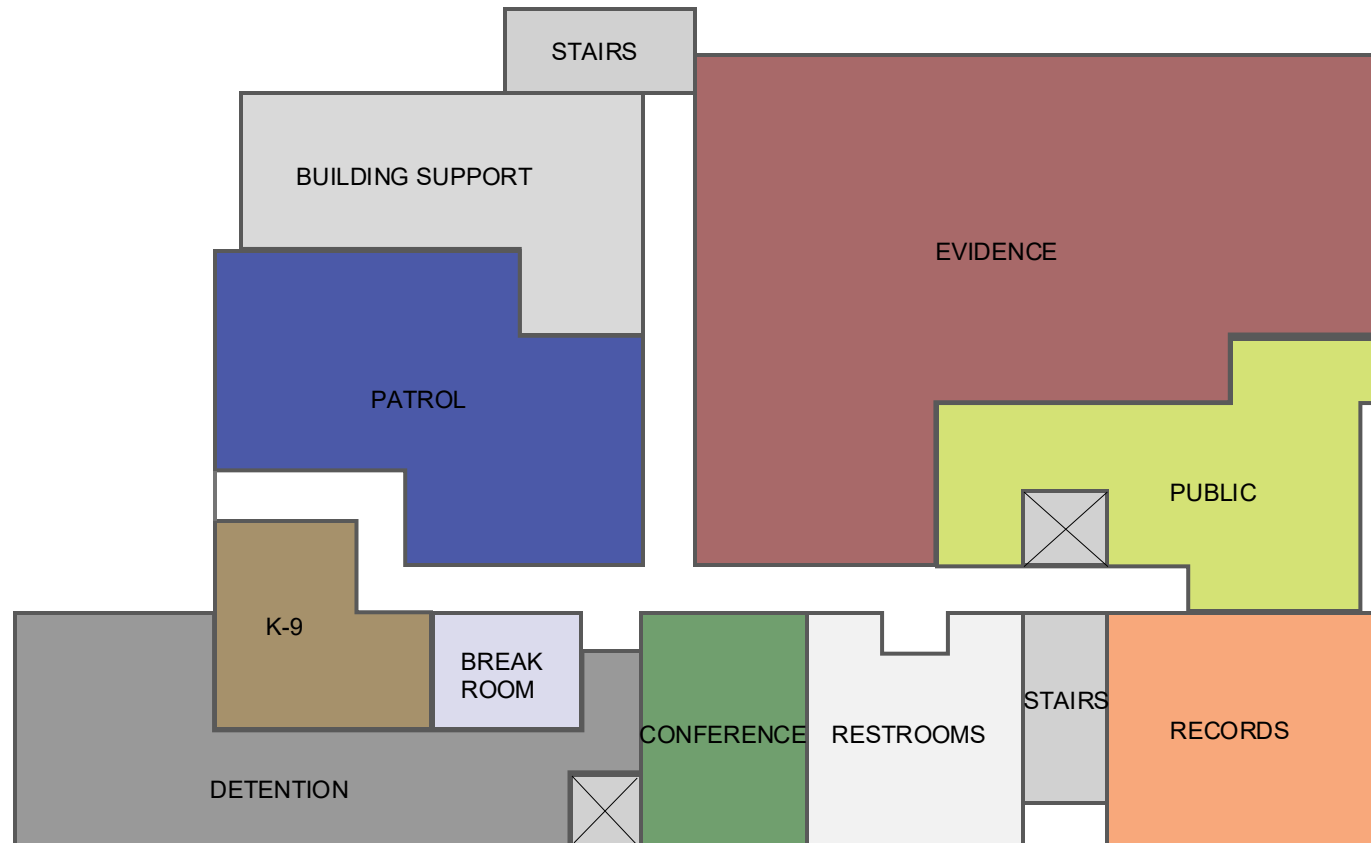
PUBLIC SAFETY COMPLEX

CITY OF TEMPLE TERRACE

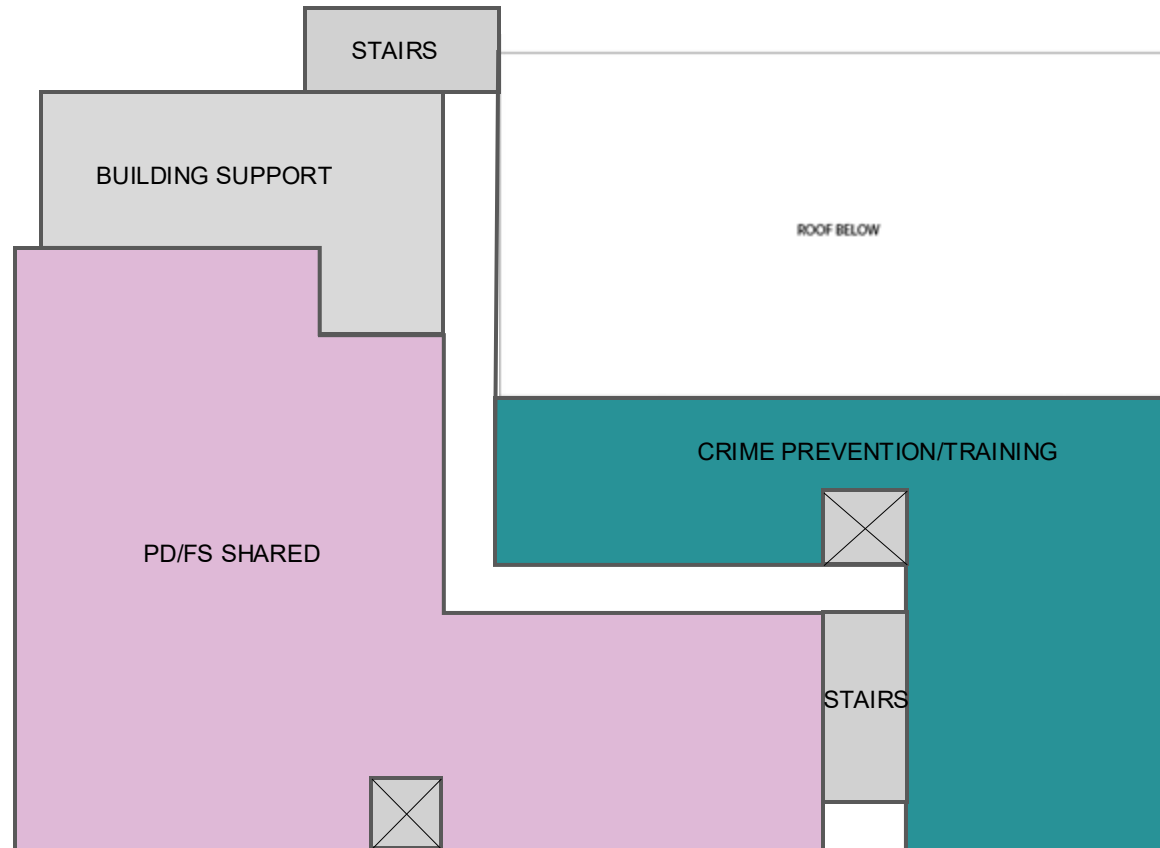
INITIAL CONCEPTUAL PRESENTATION 12/16



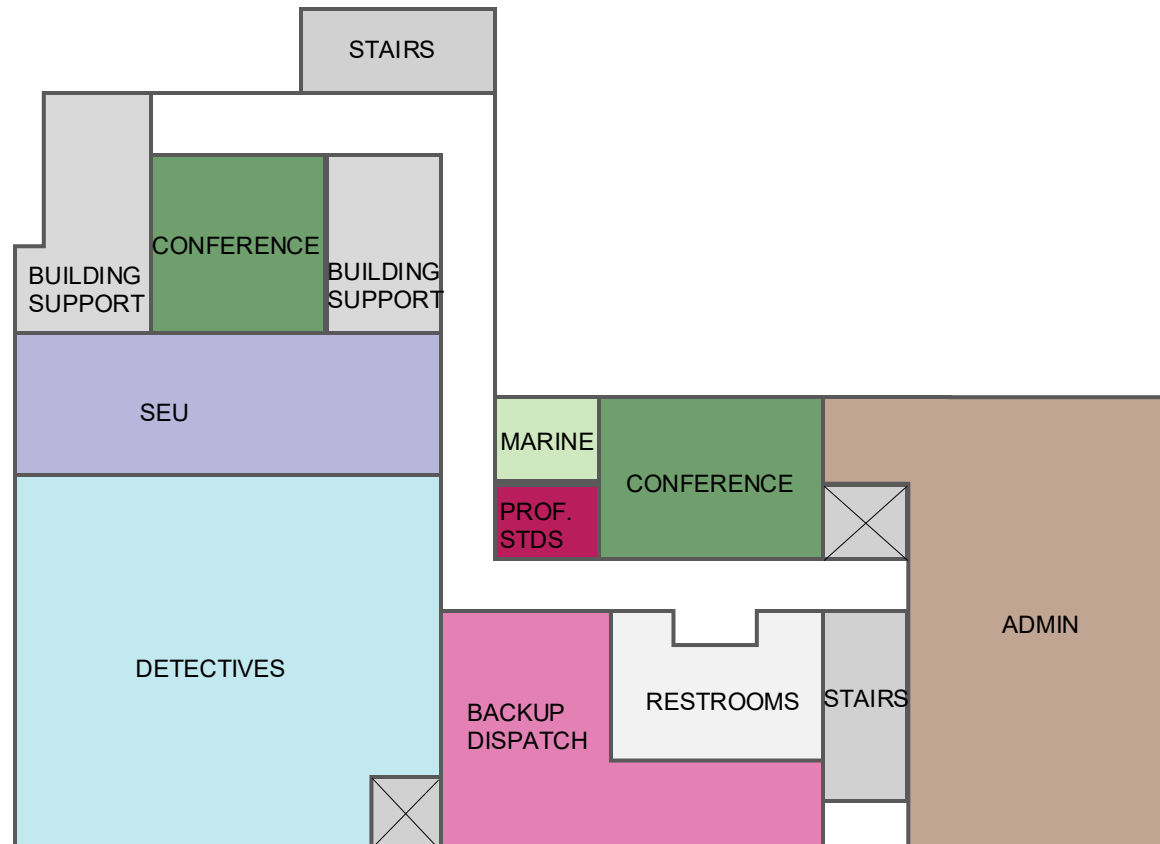
- 3 story Police Department: 33,000 SF
- 1 story Fire Station: 10,000 SF
- Police and Fire Training Elements
- Vehicle Storage Building



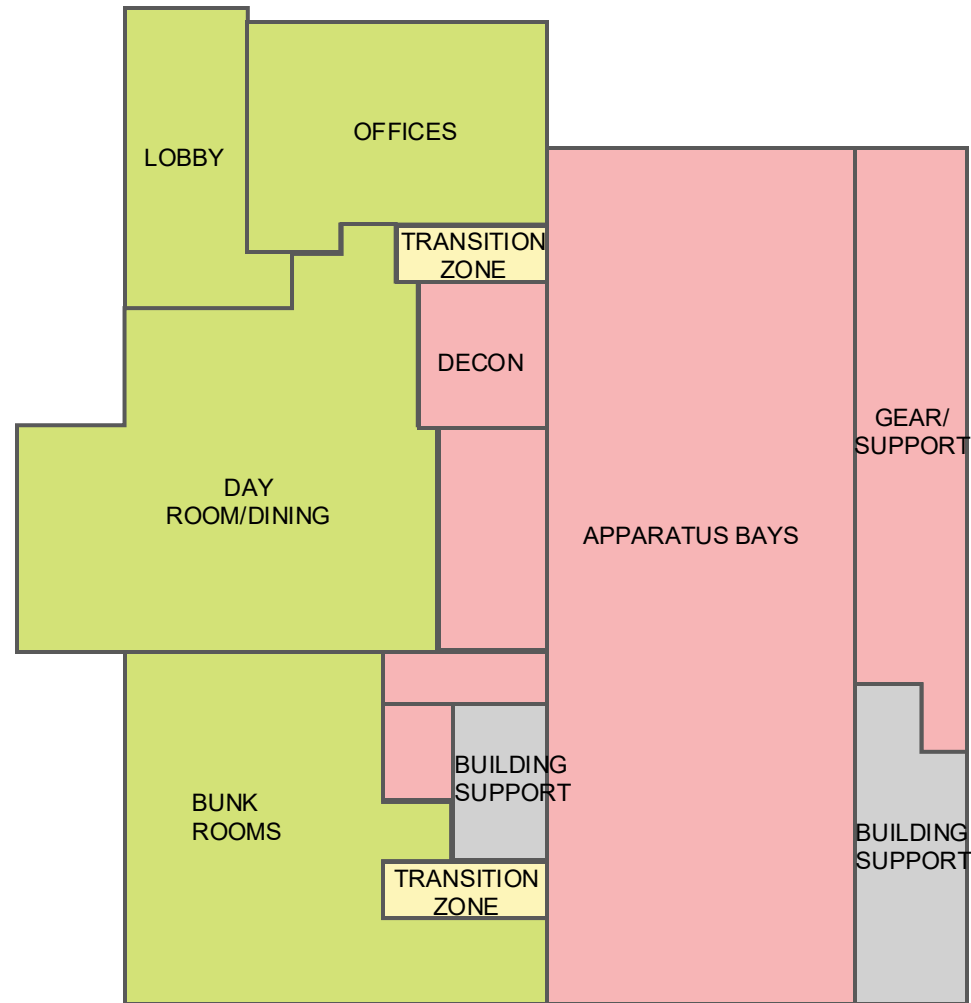
Police Department First Floor



Police Department Second Floor



Police Department Third Floor



Fire Department











Contemporary Option



Contemporary Option



Mediterranean Revival Option



Contemporary Option