



**City Council Meeting**  
**Temple Terrace, Florida**  
**Tuesday, April 21, 2026**  
**6:00 PM**  
**City Hall Council Chambers**

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**Agenda**

- 1. Call to Order**
- 2. Invocation**
- 3. Pledge of Allegiance to the Flag**
- 4. Historical Fact**
- 5. Recognition and Proclamations**
  - 5.A. Mayor for a Day Proclamation
  - 5.B. Mayor for a Day - Recognition of Police and Fire Chiefs for a Day
  - 5.C. Employee of the Month - March
  - 5.D. Proclamation - National Crime Victims' Rights Week
  - 5.E. Proclamation - National Library Week
- 6. Presentations**
  - 6.A. Hillsborough County CDBG-DR Program
- 7. Board Appointments**
  - 7.A. Police Pension Board of Trustees Appointment
  - 7.B. Historic Preservation Board - Two Alternate Members
- 8. Consideration of Minutes from Previous Meetings**
  - 8.A. Approval of April 7, 2026 City Council Meeting Minutes.

**9. Public Comment**

Persons Wishing to 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

## 12. Public Hearings, Ordinances, and Resolutions

12.A. Second Public Hearing and Second Reading of Ordinance 1593 Authorizing the Issuance of General Obligation Bonds Subject to a Bond Referendum in an Amount not to Exceed \$50 Million and Calling a Bond Referendum of the Qualified Electors of the City to be held on August 18, 2026

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, AUTHORIZING THE ISSUANCE, SUBJECT TO THE BOND REFERENDUM HEREIN PROVIDED FOR, OF NOT TO EXCEED \$50,000,000 GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES FOR THE CITY OF TEMPLE TERRACE, FLORIDA, PAYABLE FROM THE FULL FAITH, CREDIT AND UNLIMITED AD VALOREM TAXING POWER OF THE CITY, TO FINANCE THE CONSTRUCTION AND EQUIPPING OF A PUBLIC SAFETY COMPLEX INCLUDING A NEW POLICE STATION, A NEW FIRE STATION, AND RELATED FACILITIES; PROVIDING FOR AND CALLING A BOND REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY TO BE HELD ON AUGUST 18, 2026; PROVIDING FOR OFFICIAL BALLOTS; PROVIDING FOR BOND REFERENDUM PROCEDURES; ESTABLISHING INTENT TO REIMBURSE SUCH CAPITAL EXPENDITURES INCURRED WITH PROCEEDS OF SUCH GENERAL OBLIGATION BONDS; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

12.B. First Public Hearing and First Reading of an Ordinance Rezoning Property on the North Side of Harney Road (RZP 25-01)

**AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA REZONING A PARCEL TOTALING 3.9 ACRES (±) (FOLIOS 38210.7606 ) FROM PD TO PD THAT IS GENERALLY LOCATED ON THE NORTH SIDE OF HARNEY ROAD APPROXIMATELY 245 FEET EAST OF THE INTERSECTION OF HARNEY ROAD AND DAVIS ROAD; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING ATLAS MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.**

12.C. First Public Hearing and First Reading of an Ordinance Amending the Capital Improvements Section Objectives and Policy (CPA-25-01)

**AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE "IMAGINE 2040: TEMPLE TERRACE COMPREHENSIVE PLAN" CAPITAL IMPROVEMENTS SECTION OBJECTIVES AND POLICY; PROVIDING 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. Resolution Authorizing the Expenditure of \$88,488 for the Purchase of a Blue Star Power Systems 100KW Natural Gas Generator from Mid-Florida Diesel

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A BLUE STAR POWER SYSTEMS 100KW NATURAL GAS GENERATOR IN THE AMOUNT OF \$88,488 FROM MID FLORIDA DIESEL UTILIZING THE FLORIDA SHERIFF'S CONTRACT FSA23-EQU21.1; APPROVING PAYMENT WITH COMMUNITY INVESTMENT TAX FUNDS (CIT); PROVIDING AN EFFECTIVE DATE.**

12.E. Resolution Approving a Piggyback Agreement with Stantec Consulting Services for a Water and Sewer Revenue Sufficiency and Bond Feasibility Analyses

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING A PIGGYBACK PROFESSIONAL SERVICE AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$55,040 FOR WATER AND SEWER REVENUE SUFFICIENCY AND BOND FEASIBILITY ANALYSES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; APPROVING FUNDING FROM THE WATER AND SEWER FUND RESERVES PAID FROM THE WATER AND SEWER FUND; PROVIDING AN EFFECTIVE DATE.**

**13. Council Business**

**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:** April 21, 2026  
**From:** Jeannie Barlow, Senior Executive Assistant  
**Item Type:** Recognitions/Proclamations  
**Subject:** Mayor for a Day Proclamation  
**Presenter:** Andy Ross, Mayor

### Recommendation:

### Discussion:

Mayor Ross will read a proclamation honoring Kamden Jaime as Mayor for a Day in the City of Temple Terrace.

### Resolution/Ordinance Information:

### Appropriation Code:

### Requirements:

### Cost:

### Attachments:

1. Mayor for a Day 2026 Proclamation

# PROCLAMATION



## TEMPLE TERRACE

*Amazing City. Since 1925.*

**WHEREAS**, in support of the Corpus Christi Catholic School Gala of Giving event this past February, the City of Temple Terrace donated the opportunity for students to serve as honorary Mayor for a Day, Police Chief for a Day and Fire Chief for a Day; and

**WHEREAS**, Kamden Jaime, Camila Bennett and Wyatt Raulerson were gifted this opportunity by their parents; and

**WHEREAS**, Mayor Andy Ross agreed to share his authority as Mayor of the City of Temple Terrace with Kamden Jaime on a temporary basis on Tuesday, April 21<sup>st</sup>; and

**WHEREAS**, Mr. Jaime has taken a boat tour of the City on the Hillsborough River, learned about the operation and use of City vehicles, participated in a fingerprint demonstration, and enjoyed a pizza party with elected officials and staff.

**NOW, THEREFORE, I, ANDREW ROSS**, by virtue of the authority vested in me as Mayor of the City of Temple Terrace, Florida, do hereby proclaim April 21<sup>st</sup> as

### **Kamden Jaime as Honorary Mayor for a Day**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the CITY OF TEMPLE TERRACE To be affixed, at TEMPLE TERRACE, FLORIDA, this 21<sup>st</sup> day of April, 2026.



X

Andrew Ross  
Mayor

# Item Cover Page

## City Council Item Report

**Date:** April 21, 2026  
**From:** Jeannie Barlow, Senior Executive Assistant  
**Item Type:** Recognitions/Proclamations  
**Subject:** Mayor for a Day - Recognition of Police and Fire Chiefs for a Day  
**Presenter:** Kamden Jaime

### Recommendation:

### Discussion:

Mayor For a Day Kamden Jaime will recognize Police Chief for a Day Camila Bennett and Fire Chief for a Day Wyatt Raulerson with two Certificates of Recognition.

### Resolution/Ordinance Information:

### Appropriation Code:

### Requirements:

### Cost:

### Attachments:

None

# Item Cover Page

## City Council Item Report

**Date:** April 21, 2026  
**From:** Jeannie Barlow, Senior Executive Assistant  
**Item Type:** Recognitions/Proclamations  
**Subject:** Employee of the Month - March  
**Presenter:** Andy Ross, Mayor

### Recommendation:

### Discussion:

Natalia Liles is being recognized as the employee of the month for March.

Natalia has demonstrated outstanding dedication and creativity in her role as Librarian at the Temple Terrace Library. She has consistently produced engaging and visually appealing social media content that highlights the library's programs and services, helping to strengthen community awareness and participation. In addition, Natalia has shown exceptional leadership in managing the library's new social work volunteer partnership with USF, ensuring smooth coordination, clear communication, and meaningful support for patrons. Her professionalism, initiative, and commitment to excellence have made a significant positive impact on both the library and the community we serve.

Congratulations to Natalia for being selected as the March Employee of the Month.

### Resolution/Ordinance Information:

### Appropriation Code:

### Requirements:

**Cost:**

**Attachments:**  
None

# Item Cover Page

## City Council Item Report

**Date:** April 21, 2026  
**From:** Margaret Persell, Administrative Assistant III  
**Item Type:** Recognitions/Proclamations  
**Subject:** Proclamation - National Crime Victims' Rights Week  
**Presenter:** Andy Ross, Mayor

### Recommendation:

Florida is a law-and-order state and will always be dedicated to providing a voice to crime victims and their families. National Crime Victims' Rights Week provides the opportunity to recognize the importance of crime victims' services; ensuring that victims have access to services and support; and promoting discussion on how communities, organizations, and professionals can work together to reach all victims.

### Discussion:

Presented to State Attorney Suzy Lopez and Victim Assistance Director Chris Jeffords.

Dedicated victim service providers are working daily to meet the needs of crime victims, and we commend their efforts to expand services to victims that face barriers to meaningful access to rights and services, such as isolation, lack of transportation, language limitations, or cultural barriers.

The Temple Terrace City Council wishes to commend the Hillsborough County Victim Assistance Program for providing exemplary services to the victims of crime within the City of Temple Terrace and throughout Hillsborough County.

### Resolution/Ordinance Information:

### Appropriation Code:

### Requirements:

**Cost:**

**Attachments:**

- 1. National Crime Victims Week Proclamation 2026

# PROCLAMATION



## TEMPLE TERRACE

*Amazing City. Since 1925.*

**WHEREAS**, Florida is a law-and-order state and will always provide a voice to crime victims and their families. National Crime Victims' Rights Week provides the opportunity to recognize the importance of crime victims' services; ensure that victims have access to services and support; and promote discussion on how communities, organizations, and professionals can work together to reach all victims; and

**WHEREAS**, dedicated victim service providers are working daily to meet the needs of crime victims, and we commend their efforts to expand services to victims who face barriers to meaningful access to services, such as isolation, lack of transportation, language limitations, or cultural barriers. The Temple Terrace City Council wishes to commend the Hillsborough County Victim Assistance Program for providing exemplary services to the victims of crime within the City of Temple Terrace and throughout Hillsborough County; and

**WHEREAS**, during National Crime Victims' Rights Week, the City of Temple Terrace renews its commitment to providing survivors of crime the support they need to heal; and

**WHEREAS**, as a community, let us all work together to stop crimes before they happen and to give victims the support they need to restore a sense of trust and safety to move toward healing and justice.

**NOW, THEREFORE, I, ANDREW ROSS**, by virtue of the authority vested in me as Mayor of the City of Temple Terrace, Florida, do hereby set aside April 19-25, 2026, as

## National Crime Victims' Rights Week



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the CITY OF TEMPLE TERRACE to be affixed at TEMPLE TERRACE, FLORIDA this 21<sup>st</sup> day of April 2026.

X

Andrew Ross  
Mayor

# Item Cover Page

## City Council Item Report

**Date:** April 21, 2026  
**From:** Karl Langefeld, Leisure Services Director  
**Item Type:** Recognitions/Proclamations  
**Subject:** Proclamation - National Library Week  
**Presenter:** Andy Ross, Mayor

### Recommendation:

Staff recommends that a Proclamation be issued to honor libraries, library workers, and library supporters across America

### Discussion:

Teressa Fraser, Library Director, will be accepting the proclamation

### Resolution/Ordinance Information:

### Appropriation Code:

### Requirements:

### Cost:

### Attachments:

1. National Library Week Proclamation 2026

# PROCLAMATION



## TEMPLE TERRACE

*Amazing City. Since 1925.*

**WHEREAS**, libraries have long served as trusted and treasured institutions where people of all ages, interests, and backgrounds can come together and learn; and

**WHEREAS**, libraries of all types are at the heart of their cities, towns, schools, and campuses. Libraries offer members of the community a welcoming space and opportunities to explore new passions through technology, programs, and services; and

**WHEREAS**, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve. Libraries and Librarians work to create an equitable society by providing free access to accurate information; and

**WHEREAS**, libraries are a resource for all community members regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status, by offering services and educational programming that transform lives and strengthen communities.

**NOW, THEREFORE, I, ANDREW ROSS**, by virtue of the authority vested in me as Mayor of the City of Temple Terrace, Florida, proclaim April 19-25, 2026, as

### National Library Week



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the CITY OF TEMPLE TERRACE to be affixed, at TEMPLE TERRACE, FLORIDA, this 21<sup>st</sup> day of April, 2026.

X

Andrew Ross  
Mayor

# Item Cover Page

## City Council Item Report

**Date:** April 21, 2026  
**From:** Jeannie Barlow, Senior Executive Assistant  
**Item Type:** Presentations  
**Subject:** Hillsborough County CDBG-DR Program  
**Presenter:** Audrey Ziegler, Angela Medero and Rafael Cestero

### Recommendation:

### Discussion:

The following County Staff will be providing an overview of the CDBG-DR Single-Family Housing Program that will launch on May 1st:

Audrey Ziegler – Director of Hillsborough County Social Services and Lead for CDBG-DR Housing Programs  
Angela Medero – Special Projects Manager for Hillsborough County Social Services and Lead for Single-Family and Multi-Family CDBG-DR Housing Programs  
Rafael Cestero – BDO Deputy Program Manager for the Hillsborough County CDBG-DR Program

### Resolution/Ordinance Information:

### Appropriation Code:

### Requirements:

### Cost:

### Attachments:

None

# Item Cover Page

## City Council Item Report

**Date:** April 21, 2026  
**From:** Margaret Persell, Administrative Assistant III  
**Item Type:** Board Appointments  
**Subject:** Police Pension Board of Trustees Appointment  
**Presenter:** Andy Ross, Mayor

### Recommendation:

It is recommended that Mayor Andrew Ross be appointed for a two-year term until May 7, 2028 and Council Member Gil Schisler be appointed for a term ending December 1, 2026.

### Discussion:

In accordance with the City Code of Ordinances, five members serve on the Police Officers Pension Board of Trustees. Two members are City representatives, two members are elected by the City of Temple Terrace Police Officers, and one resident member is elected by the Board.

### Resolution/Ordinance Information:

### Appropriation Code:

### Requirements:

Motion

### Cost:

### Attachments:

None

# Item Cover Page

## City Council Item Report

**Date:** April 21, 2026  
**From:** Margaret Persell, Administrative Assistant III  
**Item Type:** Board Appointments  
**Subject:** Historic Preservation Board - Two Alternate Members  
**Presenter:** Andy Ross, Mayor

### Recommendation:

Consideration of two alternate appointments to the Historic Preservation Board to fill a vacancy for a term extending from November 7, 2025, to November 7, 2027, and finish a term extending from November 7, 2023, to November 7, 2026.

### Discussion:

According to the City Council policy, this opportunity for service was broadcast on the city's webpage and the electronic board in the City Hall lobby.

The City received three applications from Alyssa Hines, Meredith Abel, and Sharon Gaskin.

### Resolution/Ordinance Information:

### Appropriation Code:

### Requirements:

Motion

### Cost:

### Attachments:

1. Historic Preservation Board - Alyssa Hines
2. Historic Preservation Board - Meredith Abel

3. Historic Preservation Board - Sharon Gaskin



# TEMPLE TERRACE

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## APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

Your Service to the City is earnestly solicited. Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the City of Temple Terrace.

**Please check Boards/Committees for which you wish to be considered:**

- Bicycle/Pedestrian Advisory Committee
- Board of Adjustment
- Library Board
- Parking Enforcement Hearing Officer
- Municipal Code Enforcement Board
- River Watch Task Force
- School Support Committee
- Historic Preservation Board
- Hillsborough County Building Board of Adjustment
- Hillsborough County Bicycle/Pedestrian Advisory Committee
- Hillsborough County Planning Commission
- Community Action Board
- Hillsborough County Electrical Board of Adjustment
- Hillsborough County Historical Advisory Council
- Hillsborough County Maritime Law Advisory Committee
- Hillsborough County Mechanical Board of Adjustment
- Hillsborough County Plumbing Board of Adjustment
- Hillsborough River Technical Advisory Committee
- MPO Citizens Advisory Committee

**Application is for:**

New Appointment

If you currently serve on a City Board or Committee, please state which Board(s):

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Have you previously served on a City Board or Committee (if yes, include years you served)?

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**PERSONAL CONTACT INFORMATION:**

Name: Alyssa Ames E-mail Address: alyssaphine@gmail.com

Residential Address: 310 Fern Cliff Ave Temple Terrace

Telephone Number: \_\_\_\_\_ Cell Number: 518-487-9259

**EMPLOYMENT:**

Employer: \_\_\_\_\_ How Long: \_\_\_\_\_

Title/Occupation: \_\_\_\_\_

Work Phone Number: \_\_\_\_\_

Professional Qualifications and/or Work Experience:

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Other Qualifications: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board or Committee:

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Community Activities/Memberships:

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Educational Background:

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Indicate reasons for desiring to serve:

Anyway I can help improve our city. Civic Duty

How long have you been a resident of Temple Terrace? 13 yrs

Florida Statute Section 760.80 requires the City of Temple Terrace to maintain and report the following information:

- Race: white
- Gender: female
- Disability: NA
- Prefer not to say:

A resume or separate sheet with additional information may be included.

If the Applicant is not appointed at the next City Council meeting scheduled for the purpose of making appointments, this application will be retained on file for six months.

**ACKNOWLEDGEMENT:**

By filing this application with the City of Temple Terrace, I do hereby acknowledge the following:

- 1) This application when completed is a public record and open to public inspection.
- 2) Florida Law requires that members of certain Boards file a financial disclosure form. I consent to the filing of the State Form, Statement of Financial Interest (Form 1), if required by law for the position.
- 3) If appointed, I agree to faithfully, impartially and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City, County, and State of Florida, particularly the Florida Sunshine Law.

Signature: [Handwritten Signature] Date: 3/20/2026

# ALYSSA HINES

Tampa, FL | 518.487.9259 | alyssaphines@gmail.com |

## EDUCATION

Business Marketing • 2008-2011 •  
Siena College Loudonville, NY

Business • Graduated 2012 •  
St Petersburg College St. Pete FL

## VOLUNTEER EXPERIENCE

Board Member: Schools for Haiti:  
Helps plan Auction Gala  
Family Sponsored two  
Grade Schools in Haiti  
Coach Elementary School Cross  
Country and Soccer Teams

## OBJECTIVE

Client Success leader with 7+ years of experience driving customer engagement and post-sales growth management. Skilled at building deep relationships from all levels of business. Strong communicator and strategist with proven ability to translate business challenges into climbable solutions. Passionate about enabling innovation and measurable outcomes through thoughtful, customer-centric planning.

## PROFESSIONAL EXPERIENCE

### *Senior Client Success Executive • Pure Solutions • Sept. 2012- Current*

**Managed Client Relationships:** Build and maintained strong relationships with key clients, ensuring a high level of satisfaction and retention, and addressing client needs and concerns promptly. Negotiate and close deals.

**Identified Opportunities for Growth:** Work closely with clients to identify upsell and cross-sell opportunities, contributing to increased revenue and business expansion.

**Collaborated with Sales and Marketing Teams:** Partnered with internal teams to align client needs with product offerings, enhancing sales opportunities and ensuring a seamless customer experience.

**Lead Generation & Prospecting:** Identified potential clients and engaged in initial outreach, providing valuable insights and recommendations to move prospects through the sales pipeline.

**Market Research and Insights:** Collected feedback from clients and market trends to inform the development of business strategies, helping the team better target new clients and expand market reach.

**Customized Presentations & Proposals:** Developed tailored presentations and proposals for potential clients, highlighting business solutions and value propositions.

### *Call Center Manager • AEGUS • Jan 2019-December 2022*

Experienced and results-driven Call Center Manager with 3+ years of leadership experience in high-volume customer service environments. Proven track record of driving operational excellence, improving service quality, and boosting customer satisfaction through data-driven decision-making and strategic team development



# TEMPLE TERRACE

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## APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

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Please check Boards/Committees for which you wish to be considered:

- Bicycle/Pedestrian Advisory Committee
- Board of Adjustment
- Library Board
- Parking Enforcement Hearing Officer
- Municipal Code Enforcement Board
- River Watch Task Force
- School Support Committee
- Historic Preservation Board — *alternate*
- Hillsborough County Building Board of Adjustment
- Hillsborough County Bicycle/Pedestrian Advisory Committee
- Hillsborough County Planning Commission
- Community Action Board
- Hillsborough County Electrical Board of Adjustment
- Hillsborough County Historical Advisory Council
- Hillsborough County Maritime Law Advisory Committee
- Hillsborough County Mechanical Board of Adjustment
- Hillsborough County Plumbing Board of Adjustment
- Hillsborough River Technical Advisory Committee
- MPO Citizens Advisory Committee

### Application is for:

- New Appointment
- If you currently serve on a City Board or Committee, please state which Board(s):  
None
- Have you previously served on a City Board or Committee (if yes, include years you served)?  
Yes - School Support Committee < 1 yr

**PERSONAL CONTACT INFORMATION:**

Name: Meredith Abel E-mail Address: meredith.abel@hotmail.com

Residential Address: 60103 Liberty Ave Temple Terrace

Telephone Number: 813-997-1637 Cell Number: \_\_\_\_\_

**EMPLOYMENT:**

Employer: EXP How Long: 2 years

Title/Occupation: Planner

Work Phone Number: n/a

**Professional Qualifications and/or Work Experience:**

- AICP candidate
- 2 years as a professional Planner for consulting firm specializing in public engagement
- 4 years on city council
- 10 years as professional educator

Other Qualifications: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board or Committee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Community Activities/Memberships:**

- Instructor - karate teacher at Family Complex
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Educational Background:**

- BA English + American Literature
- AS Environmental Science Technology
- MPA - Masters in Public Administration

Indicate reasons for desiring to serve:

I want to help keep the CLG/Historic Preservation  
momentum going.

How long have you been a resident of Temple Terrace? 17 years

Florida Statute Section 760.80 requires the City of Temple Terrace to maintain and report the following information:

- Race: white
- Gender: female
- Disability: n/a
- Prefer not to say: \_\_\_\_\_

A resume or separate sheet with additional information may be included.

If the Applicant is not appointed at the next City Council meeting scheduled for the purpose of making appointments, this application will be retained on file for six months.

**ACKNOWLEDGEMENT:**

By filing this application with the City of Temple Terrace, I do hereby acknowledge the following:

- 1) This application when completed is a public record and open to public inspection.
- 2) Florida Law requires that members of certain Boards file a financial disclosure form. I consent to the filing of the State Form, Statement of Financial Interest (Form 1), if required by law for the position.
- 3) If appointed, I agree to faithfully, impartially and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City, County, and State of Florida, particularly the Florida Sunshine Law.

Signature: Meredith Albee Date: 4/6/26



# TEMPLE TERRACE

Amazing City. Since 1925.

## APPLICATION FOR APPOINTMENT TO BOARDS AND COMMITTEES

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- Municipal Code Enforcement Board
- River Watch Task Force
- School Support Committee
- Historic Preservation Board
- Hillsborough County Building Board
- Hillsborough County Bicycle/Pedestrian Advisory Committee
- Hillsborough County City County Planning Commission
- Community Action Board
- Hillsborough County Electrical Board of Adjustment
- Hillsborough County Historical Board of Adjustment
- Hillsborough County Maritime Law Advisory Committee
- Hillsborough County Mechanical Board of Adjustment
- Hillsborough County Plumbing Board of Adjustment
- Hillsborough River Technical Advisory Committee
- Hillsborough County Livable Roadways Committee
- MPO Citizens Advisory Committee
- Hillsborough County Building Board of Adjustment

### Application is for:

New Appointment

If you currently serve on a City Board or Committee, please state which Board(s):

Click or tap here to enter text.

Have you previously served on a City Board or Committee (if yes, include years you served)? yes

Click or tap here to enter text

School Task Force - 2001 - 2004 / Boca Historical Advisory Committee - 2004 - 2012

### PERSONAL CONTACT INFORMATION:

Name: Sharon Gaskin E-mail Address: Click here to enter text. sgaskin@templebay.com

Residential Address: Click here to enter text. 410 Glen Ridge Temple Terrace Telephone: 813 833 2914

Number: Click here to enter text. Cell Number: Click here to enter text.

### EMPLOYMENT:

Employer: Hills City School District How Long: Click or tap here to enter text. 40 years

Title/Occupation: Click or tap here to enter text. Speech pathologist

Work Phone Number: Click or tap here to enter text. retired

Professional Qualifications and/or Work Experience: Served on Centennial Committee in 2023-24.

Other Qualifications: Briefly describe any specific expertise and/or abilities that would pertain to your service on a City Board or Committee:

Strong background in local history, currently docent at Tampa Bay History Center since 2017. Have taught all classes on T.T. history

Community Activities/Memberships:

Past President of TT Arts Council; Garden Club

Educational Background:

Masters Degree in Communication Sciences & Disorders

Indicate reasons for desiring to serve:

Support preservation in T.T. and educate our citizens about amazing local history.

How long have you been a resident of Temple Terrace? since 1957!

Florida Statute Section 760.80 requires the City of Temple Terrace to maintain and report the following information:

- o Race: W
- o Gender: F
- o Disability:
- o Prefer not to say:

A resume or separate sheet with additional information may be included.

If the Applicant is not appointed at the next City Council meeting scheduled for the purpose of making appointments, this application will be retained on file for six months.

**ACKNOWLEDGEMENT:**

By filing this application with the City of Temple Terrace, I do hereby acknowledge the following:

- 1) This application when completed is a public record and open to public inspection.
- 2) Florida Law requires that members of certain Boards file a financial disclosure form. I consent to the filing of the State Form, Statement of Financial Interest (Form 1), if required by law for the position.
- 3) If appointed, I agree to faithfully, impartially and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City, County, and State of Florida, particularly the Florida Sunshine Law.

Signature: Date: 4-13-24

*D Gasben*

# Item Cover Page

## City Council Item Report

**Date:** April 21, 2026  
**From:** Lynda Sader, City Clerk  
**Item Type:** Minutes  
**Subject:** Approval of April 7, 2026 City Council Meeting Minutes.  
**Presenter:** Andy Ross, Mayor

### Recommendation:

Recommend Approval of the City Council Meeting Minutes

### Discussion:

### Resolution/Ordinance Information:

### Appropriation Code:

### Requirements:

Motion

### Cost:

### Attachments:

1. 04-07-2026 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, April 7, 2026, in the Council Chambers at City Hall.

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

**Absent was:** None

**Also present were:** Police Chief Rob Staley, Leisure Services Director Karl Langefeld, Finance Director Jim Ingram, IT Director Sally Cabrera, Public Works Director Jason Warrenfeltz, Fire Chief Ian Kemp, Community Development Deputy Director Marisa Robinson, City Planner Joseph Moreda, 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**

Council Member Schisler presented a historical fact, sharing a sequel to his previous historical fact regarding business in Temple Terrace about 50 years ago. He described all the businesses that were here 50 years ago, then compared them to today. He specifically focused on South 56th Street along the West side. As he was sharing his historical fact, he asked everyone to think of the oldest continuing operating commercial establishment in the City with the same location, same ownership, and same business.

Returning to his original question on the oldest continuously operating business in Temple Terrace, he stated in his research, he narrowed it to the 7-Eleven at the southeast corner of 56<sup>th</sup> and Whiteway, and Dairy Queen. It turned out the 7-Eleven is slightly older, built in 1969 while Dairy Queen opened in 1970. Both are still operating today, with 7-Eleven owned by Southland Corporation and Dairy Queen still under long-term ownership.

**5. Recognitions and Proclamations:**

**5.A. Employee of the Month - February**

Mayor Ross introduced Rubin Lynn as the Employee of the Month of February. He noted throughout his tenure with the City, he has consistently demonstrated exceptional professionalism, reliability, and a strong work ethic that sets a high standard for our residential sanitation staff. His performance consistently exceeds expectations, and he approaches his duties each day with a strong sense of responsibility and pride in the important work he performs.

Rubin maintains a clean and organized workspace within his assigned sanitation truck, demonstrating pride in both his equipment and his work environment. He regularly goes above and beyond by supporting other residential sanitation staff when they fall behind to help ensure services are delivered efficiently to our residents. He also assists our fleet maintenance crews by helping transport and moving sanitation vehicles between locations when needed. Ruben volunteers for city events and consistently demonstrates pride in his role within the City and in serving our community.

Employees like Ruben are vital to the success of our operations. His commitment to excellence, teamwork, and dependable service is truly appreciated, and we are grateful for the valuable contributions he continues to make to the City of Temple Terrace and our community.

Congratulations to Ruben for being selected as the February Employee of the Month.

Rubin Lynn thanked Mayor Ross, City Council and City Manager Baia. He also thanked his supervisors and co-workers.

**5.B. Proclamation – Child Abuse Prevention Month**

Mayor Ross introduced Dexter Lewis, Hillsborough County Children’s Board Director of Public Relations and presented the proclamation.

Mr. Lewis thanked Mayor Ross and the Council. He stated it is an honor to receive the proclamation and partnering with the City in this work of making sure the children and families are safe, protected and supported. He provided the Council with a highlight and outcome report for 2024-2025 annual report.

**5.C. Proclamation – Water Conservation Month**

Mayor Ross introduced Amber Smith, Government Affairs Regional Manager, Southwest Florida Water Management District (SWFWMD) and presented the proclamation declaring April as Water Conservation Month.

Ms. Smith thanked the Council, Mayor Ross, City Manager Baia, Public Works Director Jason Warrenfeltz and the River Watch Task Force for the City's focus on water.

**5.D. Proclamation – National Public Safety Telecommunications Week**

Mayor Ross introduced Amy Huchla, Services Division Commander, and the Public Safety Telecommunications Unit and presented the proclamation.

Ms. Huchla thanked Mayor Ross and the Council. She stated they are proud of what they do and she is proud of her team. This team works 24-7-365 days a year. They are not seen, but they are always heard and they carry every call that they answer with them.

**6. Presentations: None**

**7. Board Appointments:**

**7.A. Bicycle/Pedestrian Advisory Committee - One Alternate Appointment**

Mayor Ross stated there was one alternate vacancy on the Bicycle/Pedestrian Advisory Committee. The City received an application from Michaela Kegley.

Upon motion by Council Member Kravets (so moved), seconded by Council Member Fernandez, **RESOLUTION 33-26(M), ADOPTED AND APPROVED** the appointment of Michaela Kegley as an alternate member to the Bicycle/Pedestrian Advisory Committee for a term extending from April 7, 2026 until April 7, 2029.

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

**7.B. Parking Enforcement Hearing Officer**

Mayor Ross stated there was one vacancy for the Parking Enforcement Hearing Officer. The City received an application for reappointment from Jack Ritter.

Upon motion by Council Member Schisler, seconded by Council Member Chambers, **RESOLUTION 34-26(M), ADOPTED AND APPROVED** the reappointment of Jack Ritter as the Parking Enforcement Hearing Officer for a term extending until July 7, 2027.

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

**8. Consideration of Minutes from Previous Meetings:****8.A. Approval of the March 17, 2026, City Council Meeting Minutes**

Upon motion of Council Member Schisler, seconded by Council Member Fernandez, unanimously carried, the **MINUTES** of the March 17, 2026, City Council Meeting, and **APPROVED** as presented.

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

**9. 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, MOSI redevelopment, HART, new USF stadium and other topics.

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

**10. Communications and Petitions: None****11. Consent Agenda:**

**11.A. Resolution Approving an Addendum to the BS&A Software Contract for Access to the Integrated Payment Processor**

**11.B. Resolution Approving a Revised Interlocal Agreement for EMS County Grant Funds**

**11.C. Resolution Approving Amendment 1 to the Joint Participation Agreement with FDOT for the Cleaning and Regrading of FDOT Property Located at 13103 N. 50<sup>th</sup> Street**

**11.D. Resolution Adopting the Fire Department 2026-2030 Strategic Plan and Standard of Response Cover**

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

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

**RESOLUTION 35-26, Adopted** the resolution and approved an Addendum to the BS&A Software Contract for Access to the Integrated Payment Processor.

**RESOLUTION 36-26, Adopted** the resolution and approved a Revised Interlocal Agreement for EMS County Grant Funds

**RESOLUTION 37-26, Adopted** the resolution and approved Amendment 1 to the Joint Participation Agreement with FDOT for the Cleaning and Regrading of FDOT Property Located at 13103 N. 50th Street.

**RESOLUTION 38-26, Adopted** the resolution and approved the Fire Department 2026-2030 Strategic Plan and Standard of Response Cover.

## **12. Public Hearings, Ordinances, and Resolutions:**

### **12.A. Public Hearing and First Reading of Ordinance 1593 Authorizing the Issuance of General Obligation Bonds Subject to a Bond Referendum in an Amount not to Exceed \$50 Million and Calling a Bond Referendum of the Qualified Electors of the City to be held on August 18, 2026**

Mayor Ross opened the public hearing.

City Manager Baia stated at its February 3, 2026 meeting, the City Council adopted Resolution No. 17-26(m), authorizing the City to move forward with pursuing a General Obligation (GO) Bond to finance the construction of a public safety complex to be located at 7911 Harney Road. The proposed Public Safety Complex is intended to support essential public safety services, and is expected to improve response times, and address current and future space, technology, and operational needs. The GO Bond, in an amount not to exceed \$50 million, is to be presented to the qualified electors of the City for consideration at the Primary Election on August 18, 2026.

For consideration tonight is the first reading of an ordinance authorizing the issuance of General Obligation Bonds in an amount not to exceed \$50 million and calling a Bond Referendum of the qualified electors of the City to be held on August 18, 2026. If approved on first reading, the ordinance will proceed to a second reading and public hearing on April 21, 2026. Upon final adoption, the referendum will be placed on the ballot on the August 18 Primary Election as required under Florida law for GO Bonds. The bonds would be secured by the full faith and credit of the jurisdiction, including an ad valorem tax levy, subject to voter approval.

Mayor Ross asked for public comments, hearing none, he moved to Council Member questions.

City Manager Baia stated that the ballot wording was created by Bond Council and is a part of the ordinance.

Duane Draper, Bond Council, of Bryant, Miller, Olive, noted the language needs to be no more than 75 words, and must contain words that will be in the question and are statutory law, under case law.

Council Member Fernandez noted that staff are presenting bond information to the citizens but asked where citizens could find information themselves.

City Manager Baia stated for them to go to the City web site front page, and there is a button/logo of GO Temple Terrace (General Obligation Bond) to click on for a lot of information. He noted that City staff will go out to groups with information.

Council Member Fernandez asked if the process for funding the water project would be the same or different since it is an Enterprise Fund.

City Manager Baia, noted that he had planned to present this during his manager report, but stated that the plan is to have a water presentation to Council at the May 19 meeting on the final report with recommendations. He stated that a Townhall is tentatively set for May 26. Moving forward, Council will decide, but water is related to the Business Enterprise Fund, the water utility. It is based on the customer base for that and does not have a direct link with the general fund.

Council Member Kravets asked Bond Counsel how this GO Bond differentiates from the millage tax for operational purposes.

Mr. Draper noted the budget works within the operating millage that is set for the budget year, noting he thought there was a cap associated with operating the City within the terms of the millage rate to support debt service payments for capital projects under the Florida Constitution. This is an opportunity for the voters to approve a voted millage above and beyond the operating millage. It would be identified separately on the tax bill and the voted millage would be set each year based upon the taxable value. He stated then after 30 years the millage rate would go away. The debt service would be structured to not exceed 30 years.

Council Member Kravets thanked him for that information and stated he wanted it clarified that it's not a forever tax. He asked Mr. Draper to differentiate this revenue source from the sanitation fund.

Mr. Draper stated the cities are comprised of ad valorem tax revenues and non-ad valorem tax revenues. Then there are the governmental funds which include the general fund and also the enterprise funds. He stated that assuming the sanitation fund is a city enterprise fund, this item's funds would operate inside the general fund, and the sanitation fund would be based upon the fees generated in that enterprise fund.

Council Member Schisler noted his two questions on the verbiage and the variability of the millage year to year had already been answered and thanked Mr. Draper for his presentation.

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 COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, AUTHORIZING THE ISSUANCE, SUBJECT TO THE BOND REFERENDUM HEREIN PROVIDED FOR, OF NOT TO EXCEED \$50,000,000 GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES FOR THE CITY OF TEMPLE TERRACE, FLORIDA, PAYABLE FROM THE FULL FAITH, CREDIT AND UNLIMITED AD VALOREM TAXING POWER OF THE CITY, TO FINANCE THE CONSTRUCTION AND EQUIPPING OF A PUBLIC SAFETY COMPLEX INCLUDING A NEW POLICE STATION, A NEW FIRE STATION, AND RELATED FACILITIES; PROVIDING FOR AND CALLING A BOND REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY TO BE HELD ON AUGUST 18, 2026; PROVIDING FOR OFFICIAL BALLOTS; PROVIDING FOR BOND REFERENDUM PROCEDURES; ESTABLISHING INTENT TO REIMBURSE SUCH CAPITAL EXPENDITURES INCURRED WITH PROCEEDS OF SUCH GENERAL OBLIGATION BONDS; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.**

Upon motion by Council Member Chambers, seconded by Council Member Fernandez, **APPROVED Ordinance 1593**, on First reading, Authorizing the Issuance of General Obligation Bonds Subject to a Bond Referendum in an Amount not to Exceed \$50 Million and calling a Bond Referendum of the qualified Electors of the City to be held on August 18, 2026.

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

Mayor Ross noted the Ordinance will appear for a second reading and public hearing on Tuesday, April 21, 2026.

Mayor Ross noted the next items require polling for ex parte communication, Ordinance 1594, pertains to the rezoning of 7911 Harney Road also known as RZP-25-04, from agricultural urban to public/quasi-public, and the next item, a resolution approving the final site plan, otherwise known as SPR-25-09 for West Coast Brace and Limb located at 13401 N. 53<sup>rd</sup> Street.

At this time, City Attorney Mueller asked if any member of the City Council had communications with anyone regarding those two matters that are before the Council that evening. That is items 12.B. and 12.C. If they had verbal ex-parte communications, please disclose the when and where and with whom those communications occurred, as well as the summoned substance of those communications, if they had any written communications, please disclose the form of those written communications.

Council Members Fernandez, Chambers, and Schisler stated they had no communications.

Mayor Ross noted an email from resident Brent Buffington asking about the West Coast Brace and Limb located at 13401 N. 53<sup>rd</sup> Street, with the question if the developer was paying for the movement of the chicane, or was the City paying for that. He noted he responded that the developer would be paying for that, and that was the only ex parte communication he had regarding either of these items.

City Attorney Mueller asked Mayor Ross if he felt he could be fair and impartial decision maker in that matter and base his decision on the evidence and testimony presented at the hearing.

Mayor Ross responded he did.

Council Member Kravets noted as stated at the last meeting, he'd had numerous conversations about 7911 Harney Road but not about the rezoning aspect of it. He clarified that, other than that, he'd had none.

**12.B. Public Hearing and Second Reading of Ordinance 1594 Rezoning Folio 38206.0000 (7911 Harney Road) and Folio 38206.0020 (RZP-25-04) from Agricultural-Urban to Public / Quasi-Public.**

Mayor Ross opened the public hearing.

City Planner Joseph Moreda stated this is a city-initiated rezoning from Agricultural-Urban (A-U) to Public/Quasi-Public (P-QP) for property intended to house the new Public Safety Facility, which will include the Police Department Headquarters and Fire Station 3. The property is generally located on the south side of Harney Road approximately 1,500 feet east of the intersection of

North 78th Street. The subject site consists of two (2) parcels totaling approximately five (5) acres. The P-QP district specifically designates areas within the city which are best suited for the development and operation of significant public service facilities, government facilities, and institutions. Accordingly, this rezoning is proposed to align the zoning more closely with the property's intended use. The site abuts undeveloped property zoned Agricultural-Urban (A-U) to the south and east. To the north, the site is bordered by Harney Road; across the road there is a warehouse distribution center within the jurisdiction of Hillsborough County. To the west, the site is adjacent to single-family residential uses, also in the jurisdiction of Hillsborough County. The zoning request is for a standard district, as such the application does not require or include a regulatory site plan as part of the application. A final site plan will come back to City Council for consideration and approval pursuant to a site plan review. Additionally, a review for access management will be required by Hillsborough County for Harney Road access, and because the site is within the area of influence for Tampa Executive Airport, an Airport Zoning Review will be required. The Hillsborough County City-County Planning Commission (HCCCPC) staff reviewed this application and found it to be consistent with the vision and other provisions of the City of Temple Terrace Comprehensive Plan. The Development Review Committee (DRC) provided informational comments and raised no objections. If this rezoning application is approved, the final site plan will also be subject to DRC review. Based on the findings included herein, staff agree with Planning Commission staff and find the modification consistent with the vision and other provisions of the City of Temple Terrace Comprehensive Plan.

Mayor Ross asked for public comments, hearing none, he moved to Council Member questions and heard none.

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, REZONING TWO PARCELS TOTALING FIVE ACRES (±) GENERALLY LOCATED ON THE SOUTH SIDE OF HARNEY ROAD APPROXIMATELY 1500 FEET EAST OF THE INTERSECTION OF NORTH 78th STREET MORE SPECIFICALLY DESCRIBED AS FOLIO 38206.0000 (7911 HARNEY ROAD) and FOLIO 38206.0020 AND LEGALLY DESCRIBED IN EXHIBIT "A"; CHANGING THE ZONING ATLAS MAP DESIGNATION ON SAID PROPERTY FROM ZONING CLASSIFICATION AGRICULTURAL-URBAN (A-U) TO PUBLIC/QUASI-PUBLIC (P/QP); PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING ATLAS MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.**

Upon motion by Council Member Fernandez, seconded by Council Member Schisler, **APPROVED Ordinance 1594**, on Second reading, Rezoning Folio 38206.0000 (7911 Harney Road) and Folio 38206.0020 (RZP-25-04) from Agricultural-Urban to Public / Quasi-Public.

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

**12.C. Public Hearing and Second Reading of a Resolution Approving Final Site Plan SPR-25-09 for West Coast Brace and Limb located at 13401 N. 53rd Street.**

Mayor Ross opened the public hearing and stated the record would reflect that the ex parte poll communication was handled prior to the previous item.

Senior Planner Alyssa Livingstone stated this is a request to approve a Final Site Plan to allow for development of a one-story medical office pursuant to Section 12-379 – Final Site Plans, as specified in the Temple Terrace Land Development Code. Section 10, Township 28 South, Range 19 East; more specifically, addressed as 13401 N. 53<sup>rd</sup> Street, with Folio No. 036993-0000. A complete legal description is on file with the Planning and Development Division. The subject property consists of Lots 21, 22 and 23 of Hamner’s Ridge Acres. The site is approximately .88± acres and is accessed from North 53<sup>rd</sup> Street, a designated local road. The project area is governed by the Planned Development (PD) standards established under Ordinance No. 1482 (adopted August 6, 2019). The existing single-family residence and associated structures on the project site will be demolished to facilitate the proposed development. The applicant is requesting Final Site Plan approval for the development of a one-story, 10,000 square foot medical office building. The proposed medical facility is designed to accommodate 20 full-time employees and will have 12 to 14 medical rooms. Based on the proposed use and number of employees, 33 parking spaces are required. The design proposes 33 on-site parking spaces, including two accessible ADA spaces. The site layout positions the parking area to the west of the building, adjacent to N. 53<sup>rd</sup> Street, which is classified as a minor collector road. Additionally, two bike racks will be provided to accommodate a total of four bicycle parking spaces for commuters. Primary access to the site will be from N. 53<sup>rd</sup> Street on the western boundary of the property. A secondary access point is located on the north side, connecting to an abutting lot intended for supplementary parking. The chicane will be relocated by the applicant, shifting it 30 feet south of its original position to allow for two-way access into the medical facility from West Fletcher Avenue. The traffic flow from the residential neighborhood on to North 53<sup>rd</sup> Street will remain oneway outbound maintained by the exit only signs as currently configured. The functionality of the chicane will not change. The landscape plan incorporates 32 trees strategically placed within the parking lot and around the

perimeter. Stormwater management is addressed via an on-site pond located at the southwest corner of the property. The Hillsborough County City-County Planning Commission (HCCCPC) staff reviewed the Site Plan and recommended approval, finding that it complies and is consistent with long-range planning goals of the City's Comprehensive Plan. The surrounding area contains developed commercial properties. The subject property and the proposed project are compatible with the surrounding area. Staff reviewed this application under the standards of Section 12-379, Final site plans, as specified in the LDC. The Development Review Committee (DRC) has reviewed the project and has no objection to the approval of Site Plan Review Application SPR-25-09 as presented to the City Council.

These were the following proposed conditions:

1. Final Site Plan SPR-25-09, upon approval by City Council, allows for the development of a one-story medical office building which shall conform to and be limited by the configuration and details of the approved site plan and elevations.
2. Site Plan expiration as outlined in Section 12-380 of the Temple Terrace Land Development Code shall apply.
3. Where standards are not specified herein, the Temple Terrace Land Development Code standards (or current code standards) will apply.
4. Prior to any permits being issued by the City, a perpetual easement that is acceptable to the City Attorney must be obtained from the owner of the abutting property to the north. This easement shall allow for the portions of the parking spaces, dumpster and pad, and cross access aisles that encroach beyond the northern property line of the subject property. The easement must be recorded in the Official Records for Hillsborough County.

Prior to any permits being issued by the city, a perpetual easement that is acceptable to the City Attorney must be obtained from the owner of the abutting property. This easement shall allow for the portions of parking spaces, dumpsters, pads, and cross access aisles that encroach beyond the northern property line, for the subject property. The easement must be recorded in the official records for Hillsborough County.

The Community Development Department recommended approval of this application, subject to the proposed conditions stated above.

Mayor Ross asked for public comments, hearing none, he asked the Applicant, Patricia Ortiz for Comments, which she stated she had none but would respond to questions.

Mayor Ross moved to Council Member questions.

Council Member Fernandez asked about buffering requirements between the property and the adjacent property.

Ms. Livingstone stated there is landscaping proposed in the plan which complies with the LDC requirements. The proposed site plan includes a landscape buffer between the medical office and the single-family residences to the south to ensure privacy and visual screening. A six-foot-high PVC fence will be installed along the entire southern property line. This barrier will be further enhanced by a landscape palette featuring Florida Royal Palms, Walters Viburnum and live oaks. Additionally, the proposed stormwater pond will have a six-foot chain-link fence installed around it.

Upon no further questions from 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.

**A RESOLUTION OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING SITE PLAN REVIEW APPLICATION SPR-25-09 FOR 0.88 ± ACRES OF PROPERTY LOCATED EAST OF NORTH 53RD STREET AND SOUTH OF EAST FLETCHER AVENUE, WITH FOLIO NUMBER 036993-0000, ADDRESSED AS 13401 N 53rd STREET, TO ALLOW FOR THE DEVELOPMENT OF A NEW 10,000 SQUARE FOOT ONE-STORY MEDICAL OFFICE SUBJECT TO CONDITIONS OF APPROVAL; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING AN EFFECTIVE DATE.**

Upon motion by Council Member Schisler, seconded by Council Member Fernandez, **RESOLUTION 39-26, ADOPTED** the resolution, on Second reading, Approving Final Site Plan SPR-25-09 for West Coast Brace and Limb located at 13401 N. 53rd Street with proposed conditions.

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

#### **12.D. Resolution Approving a Piggyback Agreement with Sun Civil for Borrow Pit Restoration**

Public Works Director Jason Warrenfeltz stated the City of Temple Terrace recognizes the environmental and community significance of the borrow pit identified as Hillsborough County Parcel Folio No. 036552-0000. The borrow pit has experienced erosion, sedimentation, ecological

degradation, safety concerns, and restoration is necessary to protect public safety, and enhance environmental quality.

The Public Works Engineering Department has identified a scope of work for restoration activities, including but not limited to, upland area restoration, buffer and berm restoration, aquatic restoration, pond clearing and grading, and dewatering of the pond. Tampa-Hillsborough County Expressway Authority competitively procured Contract No. 0-5625 with Sun Civil, LLC for a similar environmental restoration project, in compliance with applicable procurement laws and regulations. Tampa-Hillsborough County Expressway Authority and Sun Civil, LLC have both authorized the City of Temple Terrace to utilize as a “piggyback” contract under the terms and conditions as described in Contract No. 0-5625.

Staff has reviewed the terms, pricing, and contractor qualifications under Tampa-Hillsborough County Expressway Authority Contract No. 0-5625 and determined that piggybacking this contract for the 7.61-Acre Borrow Pit restoration is in the best interest of the City of Temple Terrace, providing cost efficiency, time savings, and proven contractor performance.

Mayor Ross asked for public comments, hearing none, he moved to Council Member questions.

Council Member Chambers noted that the property line seems to cut across City property and Tampa or Hillsborough property. If so, he asked if this project will cover only the City property or both properties. Of the portion not in the City’s jurisdiction, will it get renovated too or only to the City’s property line.

Mr. Warrenfeltz noted it will only be on the FDOT property which will be transferred to the City after it is rehabilitated.

Council Member Fernandez noted this was not intended to be part of the stormwater system but asked for clarification that it will now be part of stormwater management. She also asked if it would function as a wet or dry pond.

Mr. Warrenfeltz confirmed that it will function the way a stormwater treatment pond should function and the pond will balance with the water table. It is only being shaped back to the original shape and intended size. Once the project is complete, the City of Temple Terrace will have ownership for the City’s inventory and maintenance.

Council Member Schisler asked about fencing.

Mr. Warrenfeltz stated that it is currently fenced and will remain fenced.

Council Member Kravets noted drainage issues in a neighboring property and stated that Public Works worked out for Florida Department of Transportation to pay for the entire remediation and to give the City the property. With control over the area at that point, he asked if Public Works can make sure that the stormwater is being directed as it needs to be and that area will be better protected.

Mr. Warrenfeltz noted that is the goal, but obviously with rain, they can't predict everything but during the rehabilitation, they will increase the functionality of the site.

Mayor Ross asked about the northeast area of the borrow pit that is near the apartment complexes, stating that area is prone to flooding. He noted that over the years, sandbags have been placed along the edge of that pond to keep the water from rising and flooding into the apartment complex. Is this project going to have anything for that and improve that situation even though it is not Temple Terrace?

Mr. Warrenfeltz stated that unfortunately, part of that parking lot is designed to take water in a severe storm event. Part of the drainage path is between the apartment complex and the neighboring community there. The drainage ditch has a spillway that allows water to go into that parking lot, it's part of the design of the water to be there. He noted they hope there would be a reduction and improvement, but it would not completely help when it's designed to take water in that lot. The pond, by design, overflows into the apartment complex's parking lot. It was not designed for the parking lot to drain into the pond. The water stays there in the parking lot until the water level reduces. He explained further that they had reached out to SWFWMD for help because during the last storms, the apartment complex had used the sandbags to block that off, which creates a high water risk for the areas that the City pumps from. When they block off their parking lot, the flood comp area is not available to push stormwater to as it's designed. He reiterated that the parking lot was designed to be part of the system.

Council Member Chambers asked him to explain the difference between a retention pond and a borrow pit.

Mr. Warrenfeltz noted the retention pond will hold water and allow it to percolate into the borrow pit. A borrow pit is an area where they pull material out to build roads, and then the site just remains.

Upon motion by Council Member Fernandez, seconded by Council Member Chambers, **RESOLUTION 40-26, ADOPTED** the resolution, Authorizing the use of a piggyback agreement between Tampa-Hillsborough County Expressway Authority and Sun Civil, LLC for Borrow Pit restoration.

**Vote** on the motion being: Mayor Ross and Vice-Mayor Chambers, Council Members Fernandez, Kravets and Schisler voting “aye,” no “nay.”

### **12.E. Resolution Approving the Purchase of a Sanitation Truck**

City Attorney Mueller noted a scrivener’s error identified between the Title, and a different number listed in the body of the resolution of item number one. The Title identifies the contract as FSA25-V23.0, which is correct and number one with incorrect number of FSA 23-V23.0, should be corrected to FSA25-V23.0 to match.

Public Works Director Jason Warrenfeltz stated the City’s sanitation fleet is a critical component in maintaining reliable and efficient solid waste collection services for Temple Terrace residents. Two of the City’s current rear load units have accumulated significant mileage and operational hours, which has resulted in increased maintenance costs, more frequent repairs, and periods of downtime that can impact service reliability. Newer equipment reduces the likelihood of unexpected breakdowns, allowing our crews to maintain consistent collection schedules for our residents.

This purchase of new sanitation trucks will help reduce ongoing maintenance and repair costs associated with the aging vehicles. As trucks age, part failures have become more common and repairs tend to be more costly. Introducing these new units into the fleet allows the division to rotate vehicles more effectively and reduce the strain placed on older trucks.

The FY 2026 budget has allotted \$600,000 for the purchase of two sanitation trucks. One sanitation truck was approved through Resolution 125-25 and purchased for \$387,649.73. The second sanitation truck will cost \$390,180.41. The total amount for both trucks is \$777,830.14 of which \$212,350.27 will come from the Sanitation Fund Account 480-2041-534.64-12 and the remaining balance of \$177,830.14 will be funded through Sanitation reserves in the Fiscal Year 2026 budget.

Mayor Ross asked for public comments, hearing none, he moved to Council Member questions. With no questions, he asked for a motion.

Upon motion by Council Member Schisler, seconded by Council Member Fernandez, **RESOLUTION 41-26, ADOPTED** the resolution, Authorizing the purchase of a new rear load sanitation truck, including correcting the scrivener's error on the contract number.

Mayor Ross commented that he inquired what this same truck cost in 2020, and today it's about 25 percent more expensive. He noted this is significant because there's been a lot of discussion suggesting local governments are bloated or that rising revenues mean we're overcharging our communities. The reality is that the cost of what we purchase on behalf of the public has increased at roughly the same rate as our revenues. This truck is just one example of that broader trend. When you look across the board, wages, insurance, fuel, even basic supplies like chlorine for pools, everything has gone up in parallel. The data shows that rising revenues are tracking rising costs. The idea that there's a large surplus being spent on unnecessary extras doesn't reflect what we're seeing in practice.

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

**13. Council Business: NONE**

**14. New Business and Board Reports:**

Council Member Chambers noted during the goal setting session, it was discussed that the City has a committee that is suppose to and used to deal with the Golf and Country Club called the Strategic Advisory Committee. They have not met is a while and he felt it should be dissolved.

Upon motion by Council Member Chambers, seconded by Council Member Schisler, **RESOLUTION 42-26(m), APPROVED** to dissolve the Strategic Advisory Committee and contact the current members.

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

Council Member Chambers announced a new art show in the hallway of City Hall, by artist Daria Vyshniak. She is a local artist, and this display is very different compared to the last display of artist Arnold Martinez Sr. He encouraged the public to come view the artwork.

Council Member Fernandez asked if Marketing could highlight these artists and their artwork, the In Touch app, and each City department's responsibilities on the website and through social media.

City Manager Baia noted some of this has been done already or is ongoing but can be reviewed and refreshed. Staff can do it on a more methodical basis.

Mayor Ross announced that City Manager Baia has been selected as one of America's 250 Public Service Champions by Local Gov 2650 and the National Academy of Public Administration. This prestigious award honors those in local government who are recognized by their peers as being among the best in the nation. This is a truly remarkable achievement and brings credit to both the City Manager and our Amazing City. He stated the Council is very proud that Mr. Baia's distinguished service to the citizens of our City is being recognized on a national level, and offered their sincere congratulations.

Council Member Fernandez stated that in her three terms on Council to date, she has worked with four city managers and thinks City Manager Baia is a very skilled and highly qualified city manager and is grateful that the City hired him.

City Manager Baia thanked the Council and Mayor Ross for the kind words. He noted that everything he has been able to accomplish is because of the team around him. He thanked his team and others he has worked with in the past, noting he has been blessed and grateful to work here in this community.

**15. City Manager's Report:**

City Manager Baia reported that he anticipates bringing the PFAS report to the City Council on May 19, followed by, if Council agrees, a town hall on Tuesday, May 26. He mentioned that Council had given direction to look into a food truck event or some sort of event, downtown, in the CRA.

Leisure Services Director Karl Langefeld noted based upon conversations with the City Manager and comments of City Council, staff had begun planning for a food truck rally to occur in the downtown area on Friday, May 8, 5:00 pm to 8:00 pm, including food trucks, bounce houses,

children's games, music and were going to engage some farmers market type vendors to be present as well for this event.

Council Member Kravets noted that was fantastic news and thanked Mr. Langefeld.

**16. City Attorney's Report:**

City Attorney Mueller noted he had one lien reduction to report, for a property at 13294 Telecom Parkway which is owned by A&T Hospitality Tampa LLC. The Code Board found the property in violation, with regard to the condition of the parking lot and the roof. The board issued a \$50 a day fine that started on August 12, 2021, and it accrued until April 26 2022, at which time the violations were corrected. The fine accrued to \$12,800. The lien was reduced to \$2,000, and we collected costs in the amount of \$114.58 and that lean reduction has been.

Mayor Ross noted he forwarded information of another city being sued last week, involving a quasi-judicial land use issue. A property owner came before that city council for a land use amendment to enable them to build multifamily. The planning commission for that jurisdiction, as well as the planning staff for that particular city, both made a recommendation of approval based on the zoning and based on the history of the property. However, that city council did not adhere to that recommendation and denied the application. He noted the plaintiff is challenging the decision and seeking \$7 million in damages. This was noted for City Council to be diligent and adhere to state law and that there are rules that the judicial boards must adhere to.

Mayor Ross reiterated that this was not Temple Terrace, but another city in our region.

Council Member Kravets asked if a plan was in place to support the food truck event by social media staff leading up for this event in the next few weeks.

City Manager Baia noted messaging would be put out, probably similar to what has been done in the past including social media.

**Adjournment:**

Meeting adjourned at 7:38 p.m.

X

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Andrew R. Ross  
Mayor

X

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Gil Schisler  
Council Member

X

---

James Chambers  
Vice Mayor

X

---

Alison Fernandez  
Council Member

X

---

Erik Kravets  
Council Member

Attest:

X

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Lynda Sader  
City Clerk

# Item Cover Page

## City Council Item Report

**Date:** April 21, 2026

**From:** Jeannie Barlow, Senior Executive Assistant

**Item Type:** Ordinance

**Subject:** Second Public Hearing and Second Reading of Ordinance 1593 Authorizing the Issuance of General Obligation Bonds Subject to a Bond Referendum in an Amount not to Exceed \$50 Million and Calling a Bond Referendum of the Qualified Electors of the City to be held on August 18, 2026

**Presenter:** Carlos Baia, City Manager

### Recommendation:

It is recommended that City Council adopt Ordinance 1593 on second reading.

### Discussion:

At its February 3, 2026 meeting, the City Council adopted Resolution No. 17-26(m), authorizing the City to move forward with pursuing a General Obligation (GO) Bond to finance the construction of a public safety complex to be located at 7911 Harney Road. The proposed Public Safety Complex is intended to support essential public safety services, and is expected to improve response times, and address current and future space, technology, and operational needs. The GO Bond, in an amount not to exceed \$50 million, is to be presented to the qualified electors of the City for consideration at the Primary Election on August 18, 2026.

For consideration tonight is the second reading of Ordinance 1593 authorizing the issuance of General Obligation Bonds in an amount not to exceed \$50 million and calling a Bond Referendum of the qualified electors of the City to be held on August 18, 2026. If the ordinance is adopted on second reading, the referendum will be placed on the ballot at August 18th Primary Election as required under Florida law for GO Bonds. The bonds would be secured by the full faith and credit of the jurisdiction, including an ad valorem tax levy, subject to voter approval.

### Resolution/Ordinance Information:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, AUTHORIZING THE ISSUANCE, SUBJECT TO THE BOND REFERENDUM HEREIN PROVIDED FOR, OF NOT TO EXCEED \$50,000,000**

**GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES FOR THE CITY OF TEMPLE TERRACE, FLORIDA, PAYABLE FROM THE FULL FAITH, CREDIT AND UNLIMITED AD VALOREM TAXING POWER OF THE CITY, TO FINANCE THE CONSTRUCTION AND EQUIPPING OF A PUBLIC SAFETY COMPLEX INCLUDING A NEW POLICE STATION, A NEW FIRE STATION, AND RELATED FACILITIES; PROVIDING FOR AND CALLING A BOND REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY TO BE HELD ON AUGUST 18, 2026; PROVIDING FOR OFFICIAL BALLOTS; PROVIDING FOR BOND REFERENDUM PROCEDURES; ESTABLISHING INTENT TO REIMBURSE SUCH CAPITAL EXPENDITURES INCURRED WITH PROCEEDS OF SUCH GENERAL OBLIGATION BONDS; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

**Appropriation Code:**

**Requirements:**

Ordinance

**Cost:**

**Attachments:**

1. Ordinance 1593

## ORDINANCE 1593

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, AUTHORIZING THE ISSUANCE, SUBJECT TO THE BOND REFERENDUM HEREIN PROVIDED FOR, OF NOT TO EXCEED \$50,000,000 GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES FOR THE CITY OF TEMPLE TERRACE, FLORIDA, PAYABLE FROM THE FULL FAITH, CREDIT AND UNLIMITED AD VALOREM TAXING POWER OF THE CITY, TO FINANCE THE CONSTRUCTION AND EQUIPPING OF A PUBLIC SAFETY COMPLEX INCLUDING A NEW POLICE STATION, A NEW FIRE STATION, AND RELATED FACILITIES; PROVIDING FOR AND CALLING A BOND REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY TO BE HELD ON AUGUST 18, 2026; PROVIDING FOR OFFICIAL BALLOTS; PROVIDING FOR BOND REFERENDUM PROCEDURES; ESTABLISHING INTENT TO REIMBURSE SUCH CAPITAL EXPENDITURES INCURRED WITH PROCEEDS OF SUCH GENERAL OBLIGATION BONDS; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE**

**Whereas**, it is necessary and desirable that the City of Temple Terrace, Florida (the "City") finance the construction and equipping of a public safety complex including a new police station, a new fire station, and related facilities (the "Project") and pay issuance expenses in connection with the financing or financings; and

**Whereas**, the City Council of the City (the "City Council") hereby determines that the qualified electors of the City should make, through a bond referendum, the final decision determining whether to finance the construction and equipping of the Project through the issuance of general obligation bonds in the manner and to the extent described herein; and

**Whereas**, the City Council hereby determines that it serves a paramount public purpose that the Project be constructed and that it is in the best interest of the City to issue general obligation bonds in one or more series to finance the costs of the Project; and

**Whereas**, to pay all or a part of the cost of the Project, it is necessary to issue the general obligation bonds of the City as hereinafter provided; and

**Whereas**, this Ordinance is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, with respect to the debt incurred to finance the Project; and

**Whereas**, the City now desires to issue general obligation bonds in one or more series in an amount not to exceed Fifty Million Dollars (\$50,000,000) (the "Bonds") pursuant to the terms of one or more authorizing bond resolutions hereafter to be adopted by the City Council if the qualified electors of the City approve the bond referendum authorized herein; and

**Whereas**, the Bonds shall be payable from the full faith, credit and unlimited ad valorem taxing power of the City.

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

**Section 1.** AUTHORITY FOR THIS ORDINANCE. This Ordinance is enacted pursuant to the Constitution and laws of the State of Florida, including Sections 100.201-100.351, Florida Statutes, Chapter 166, Florida Statutes, the municipal charter of the City, and other applicable provisions of law (hereinafter collectively referred to as the "Act").

**Section 2.** FINDINGS. The City Council hereby finds and determines that the recitals set forth herein are true and correct and adopts the same as its findings and determinations.

**Section 3.** AUTHORIZATION OF BONDS. Subject and pursuant to the provisions hereof, the Bonds of the City are authorized to be issued in one or more series in the aggregate principal amount not exceeding Fifty Million Dollars (\$50,000,000) to finance the cost of the Project. Such aggregate principal amount includes any original issue premiums and excludes any original issue discounts. The monies received and interest earned from the issuance of such Bonds will be used for such purpose. The Bonds shall be general obligations of the City and shall be secured by the full faith, credit, and unlimited ad valorem taxing power of the City. The Bonds shall mature in not more than 30 years from the date of issuance of each series, and the Bonds shall bear interest at a rate not exceeding the maximum rate permitted by law at the time of the sale of the Bonds. Both principal and interest on the Bonds, and, redemption premiums, if any, shall be payable at the office of the paying agent to be named by the City at or prior to the sale of the Bonds.

The Bonds shall be issued pursuant to authority granted under this Ordinance and the Act, but only after approval of the bond referendum hereinafter called and subsequent adoption of one or more authorizing resolutions by the City Council, as governing body of the City.

**Section 4.** BOND REFERENDUM. A bond referendum of the qualified electors residing in the City is hereby called to be held on Tuesday, August 18, 2026, to determine whether or not the issuance of the Bonds in an aggregate amount of not exceeding Fifty Million Dollars (\$50,000,000) in one or more series shall be approved by such qualified electors of the City to finance the cost of the Project. All qualified electors in the City shall be entitled and permitted to vote in the bond referendum.

The City Clerk of the City (including any acting, interim or deputy City Clerk, the "City Clerk") is hereby authorized and directed to collaborate as necessary with the Hillsborough County Supervisor of Elections to facilitate all necessary measures to conduct the bond referendum in accordance with applicable law. The results shall be certified to the Department of State in accordance with Section 100.351, Florida Statutes. All procedures and requirements of the laws of the State of Florida, the municipal charter of the City and other applicable law shall be complied with, for the purpose of conducting the computation of ballots and completion of bond referendum procedures.

The City Clerk is hereby designated and appointed as the official representative of the City Council in all transactions with the Hillsborough County Supervisor of Elections in relation to matters pertaining to the use of the registration books and the holding of said bond referendum.

Ballots containing the question set forth in Section 6 hereof shall be prepared for the use of electors by the Hillsborough County Supervisor of Elections, including, if authorized by law, absent electors entitled to cast such ballots in said election.

**Section 5.** NOTICE OF BOND REFERENDUM. Notice of the bond referendum shall be published in a newspaper of general circulation in the City, at least twice, once in the fifth week and once in the third week prior to the week in which the bond referendum is held, the date of first publication in said newspaper to be at least thirty (30) days before said bond referendum, in substantially the form attached hereto as Exhibit A and in the manner provided in Section 100.342, Florida Statutes.

**Section 6.** OFFICIAL BALLOT. The ballot for voting in the bond referendum shall be in substantially the following form:

OFFICIAL BALLOT

GENERAL OBLIGATION BOND REFERENDUM  
FOR TEMPLE TERRACE  
PUBLIC SAFETY COMPLEX WITH POLICE AND FIRE STATIONS

Shall the City of Temple Terrace issue General Obligation Bonds, in one or more series, not exceeding \$50,000,000, bearing interest not exceeding the maximum legal rate, maturing not more than 30 years from the issuance date of each series, pledging the City's full faith, credit and unlimited ad valorem taxing power, to finance the construction and equipping of a public safety complex including a new police station, a new fire station and related facilities?

Yes - For Bonds  
No - Against Bonds

**Section 7.** BOND REFERENDUM RESULTS. Returns of the votes cast at the bond referendum shall be made as required by law.

If a majority of the votes cast at the bond referendum shall be "Yes - For Bonds," the Bonds shall be approved, and then the Bonds may be issued pursuant to this Ordinance as provided by one or more authorizing bond resolutions of the City Council, as governing body of the City. If less than a majority of the votes cast at the bond referendum shall be "Yes - For Bonds," the Bonds shall be defeated and no Bonds shall be issued pursuant to this Ordinance.

**Section 8.** LANGUAGES. To the extent required by law, the official ballot and notice of bond referendum shall be published in both the English and the Spanish languages.

**Section 9.** INTENT TO REIMBURSE. The City Council hereby expresses its intention that the City be reimbursed from the proceeds of the Bonds for costs relating to the Project. Pending reimbursement, the City expects to use funds on deposit in the City's general fund or other

appropriate fund or account to pay such costs. This Ordinance is intended to constitute with respect to the construction of the Project a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations.

**Section 10.** SEVERABILITY. 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 11.** REPEALER. 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 12.** EFFECTIVE DATE. This Ordinance shall take effect immediately upon its enactment.

**Passed and adopted by the City Council of the City of Temple Terrace, this 21<sup>st</sup> day of April 2026.**

(Corporate Seal)



X

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Andrew Ross, Mayor

Chair of the City Council

**Attest:**

X

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Lynda Sader,  
City Clerk

Approved As To Form & Content:

X

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Ernest Mueller  
City Attorney

EXHIBIT A

FORM OF PUBLISHED NOTICE

GENERAL OBLIGATION BOND REFERENDUM  
TO FINANCE THE CONSTRUCTION AND EQUIPPING OF  
A PUBLIC SAFETY COMPLEX  
INCLUDING A NEW POLICE STATION, A NEW FIRE STATION,  
AND RELATED FACILITIES

TO BE HELD ON AUGUST 18, 2026

CITY OF TEMPLE TERRACE, FLORIDA

To be held on Tuesday, August 18, 2026, as provided by  
Ordinance 1593 of the City Council,  
as governing body of the City of Temple Terrace, Florida enacted on  
April 21, 2026

Notice is hereby given that a bond referendum will be held in the City of Temple Terrace, Florida on Tuesday, August 18, 2026. The bond referendum will be held to determine whether there shall be issued General Obligation Bonds (the "Bonds") of the City, in one or more series, in an amount not exceeding Fifty Million Dollars (\$50,000,000). The Bonds shall be general obligations of the City and shall be secured by the full faith, credit, and unlimited ad valorem taxing power of the City. The Bonds shall mature in not more than thirty (30) years from the date of issuance of each series, and the Bonds shall bear interest at a rate not exceeding the maximum rate permitted by law at the time of the sale of the Bonds. The monies received and interest earned from the issuance of the Bonds will be used to finance the construction and equipping of a public safety complex including a new police station, a new fire station, and related facilities.

The issuance of such Bonds and the holding of such bond referendum have been authorized by Ordinance 1593 of the City Council of the City enacted on April 21, 2026, which approved the following ballot question for the bond referendum:

OFFICIAL BALLOT

GENERAL OBLIGATION BOND REFERENDUM  
FOR TEMPLE TERRACE  
PUBLIC SAFETY COMPLEX WITH POLICE AND FIRE STATIONS

Shall the City of Temple Terrace issue General Obligation Bonds, in one or more series, not exceeding \$50,000,000, bearing interest not exceeding the maximum legal rate, maturing not more than 30 years from the issuance date of each series, pledging the City's full faith, credit

and unlimited ad valorem taxing power to finance the construction and equipping of a public safety complex including a new police station, a new fire station, and related facilities?

Yes - For Bonds  
No - Against Bonds

In accordance with the Constitution and laws of the State of Florida and the municipal charter of the City of Temple Terrace, all qualified electors of the City of Temple Terrace, Florida shall be entitled to vote in the bond referendum to which this notice pertains. The polls at said bond referendum will be open as determined by the Supervisor of Elections, on August 18, 2026, and will be held at polling places in the several precincts of the City.

The City of Temple Terrace shall be authorized to issue the bonds covered by the question hereinabove set forth only if such issuance shall have been approved by vote of a majority of the qualified electors of the City of Temple Terrace voting thereon.

By order of the City Council of the City of Temple Terrace, Florida.

Lynda Sader  
City Clerk  
City of Temple Terrace, Florida

# Item Cover Page

## City Council Item Report

**Date:** April 21, 2026  
**From:** Joseph Moreda, City Planner  
**Item Type:** Ordinance  
**Subject:** First Public Hearing and First Reading of an Ordinance Rezoning Property on the North Side of Harney Road (RZP 25-01)  
**Presenter:** Joseph Moreda, City Planner

### Recommendation:

City staff recommends that the City Council approve the Ordinance on first reading and schedule a second public hearing and second reading for May 5th 2026.

### Discussion:

The applicant is requesting a modification to an existing Planned Development zoning district approved pursuant to Ordinance 1260 and RZP 09-06. The applicant proposes 30,000 square feet of limited light industrial and commercial for Lot 3.

### Resolution/Ordinance Information:

**AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA REZONING A PARCEL TOTALING 3.9 ACRES (±) (FOLIOS 38210.7606 ) FROM PD TO PD THAT IS GENERALLY LOCATED ON THE NORTH SIDE OF HARNEY ROAD APPROXIMATELY 245 FEET EAST OF THE INTERSECTION OF HARNEY ROAD AND DAVIS ROAD; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING ATLAS MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.**

### Appropriation Code:

### Requirements:

Ordinance

**Cost:**

**Attachments:**

1. Staff Report RZP-25-01
2. Ordinance RZP-25-01
3. Exhibit 1 RZP 25-01 Zoning Conditions
4. Exhibit 2 Plan Commission Staff Findings RZP 25-01
5. Exhibit 3 RZP Conceptual Plan 25-01
6. Exhibit 4 ARC Elevations 4\_07\_26

**Review Application No. RZP-25-01**

Date: April 2, 2026  
To: Mayor Andrew Ross and City Council  
Through: Carlos Baía, City Manager  
Prepared by: Joe Moreda, AICP City Planner

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**Request:** The applicant is requesting a modification to an existing Planned Development zoning district approved pursuant to Ordinance 1260 and RZP 09-06. The application proposes 30,000 square feet of limited light industry and commercial for Lot 3.

**Property Location:** The property is generally located on the north side of Harney Road approximately 245 feet east of the intersection of Harney Road and Davis Road (Folio: 38210.7606).

**Acreage:** The modification area (Lot 3) is approximately 3.85 acres.

**Future Land Use:** Community Mixed Use 12 (CMU-12)

**Existing Zoning:** Planned Development (Ordinance 1260 and RZP 09-06)

**Existing Land Use:** Lot 3 is vacant undeveloped property with a retention area.

**Adjacent Future Land Use:**

North – Community Mixed Use 12 (CMU-12)  
South – Community Mixed Use-12 (HC / CMU-12)  
East – Research Corporate Park (RCP)  
West – Community Mixed Use 12 (CMU-12)

**Adjacent Land Use:**

North – Shopping Center  
South – Distribution Center  
East – Distribution Center  
West – Undeveloped

**Adjacent Zoning Classification:**

North – Plan Development  
South – Commercial General (HC)  
East – Planned Development  
West – Planned Development

**Background:**

The existing zoning was approved pursuant to Ordinance 1260 and RZP 09-06 after annexation (Ordinance 1215). The PD conditions entitled commercial development for a maximum of 110,000 square feet or 10,000 square feet per acre. The zoning conditions also include a reference to Lot 3 development and references the construction of a “County-approved” development scenario for mini-warehouse subject to a detailed plan review by City Council.

The existing Planned Development (PD) conceptual site plan includes Parcels Lots 1 through 4; however, Lot 3 is the only area proposed for modification. The application proposes a maximum of 30,000 square feet of building area (two 15,000 buildings) and the following use permissibility:

- Light industries (outdoor storage prohibited) with related office and showrooms which include manufacturing, processing, assembly, fabrication, packaging, storage and distribution activities.
- Printing, blueprint, engraving and related reproductive processes and offices
- Commercial recreation (indoor) and indoor sign painting activities

**Area Context:**

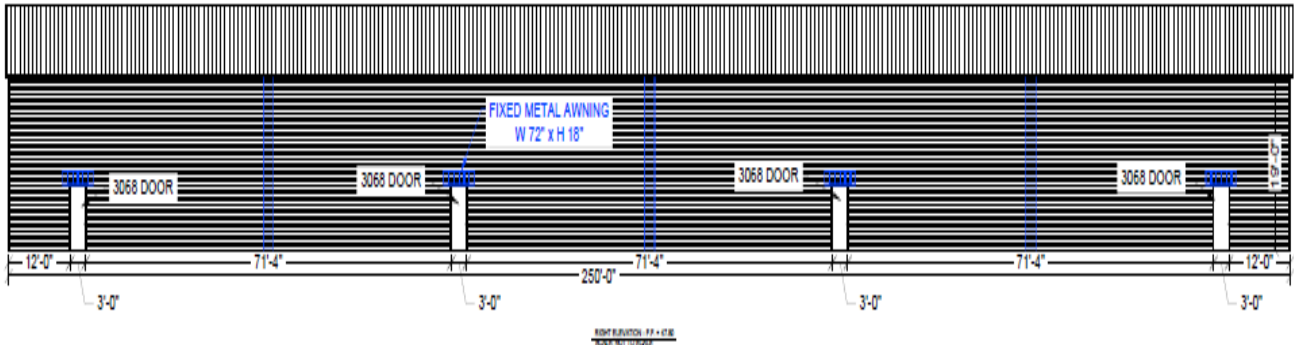
Aerial view (modification area is shown in red):



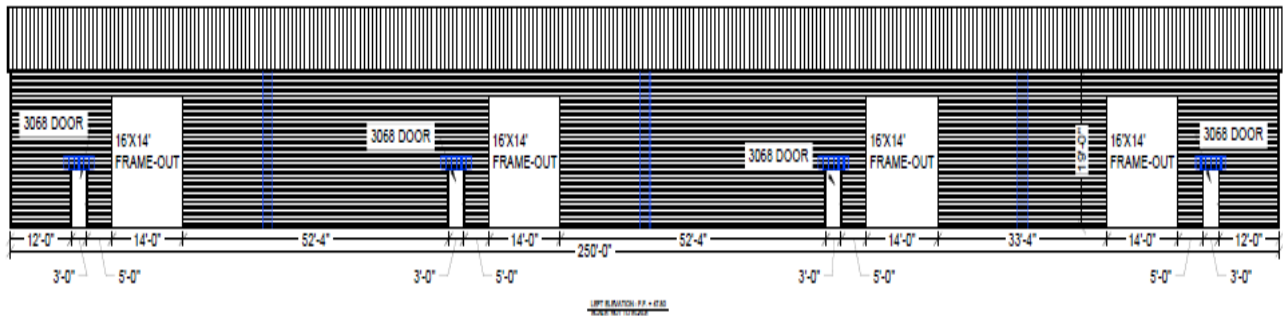


**Proposed Elevations**

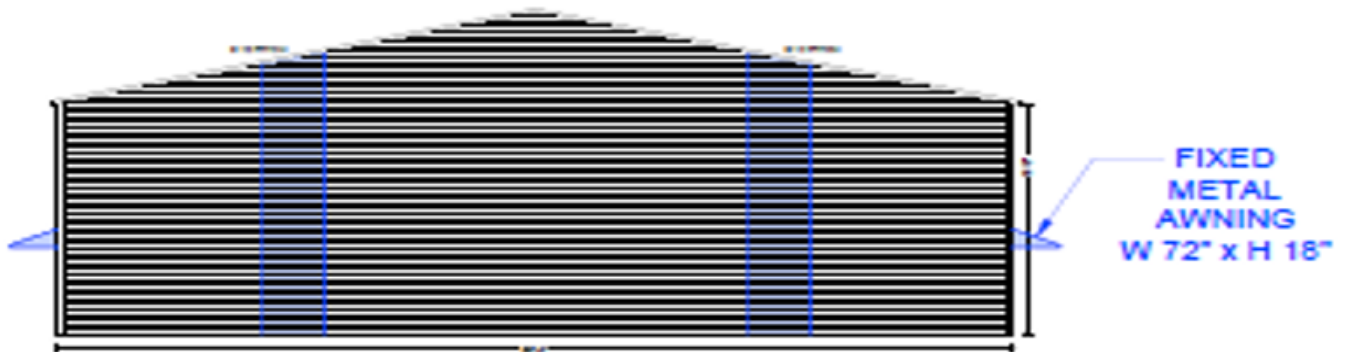
**South:**



**North:**



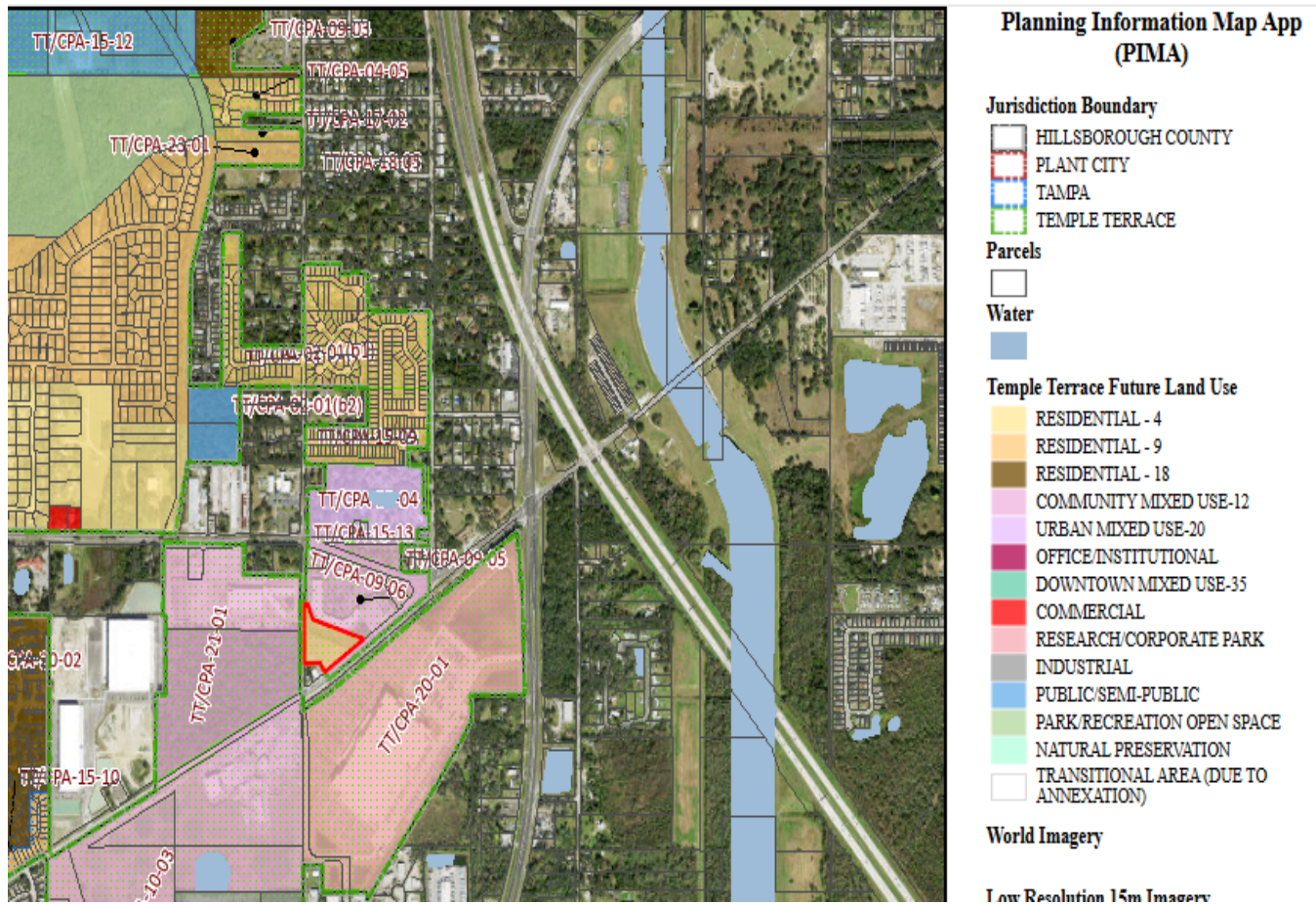
**Side (East & West):**



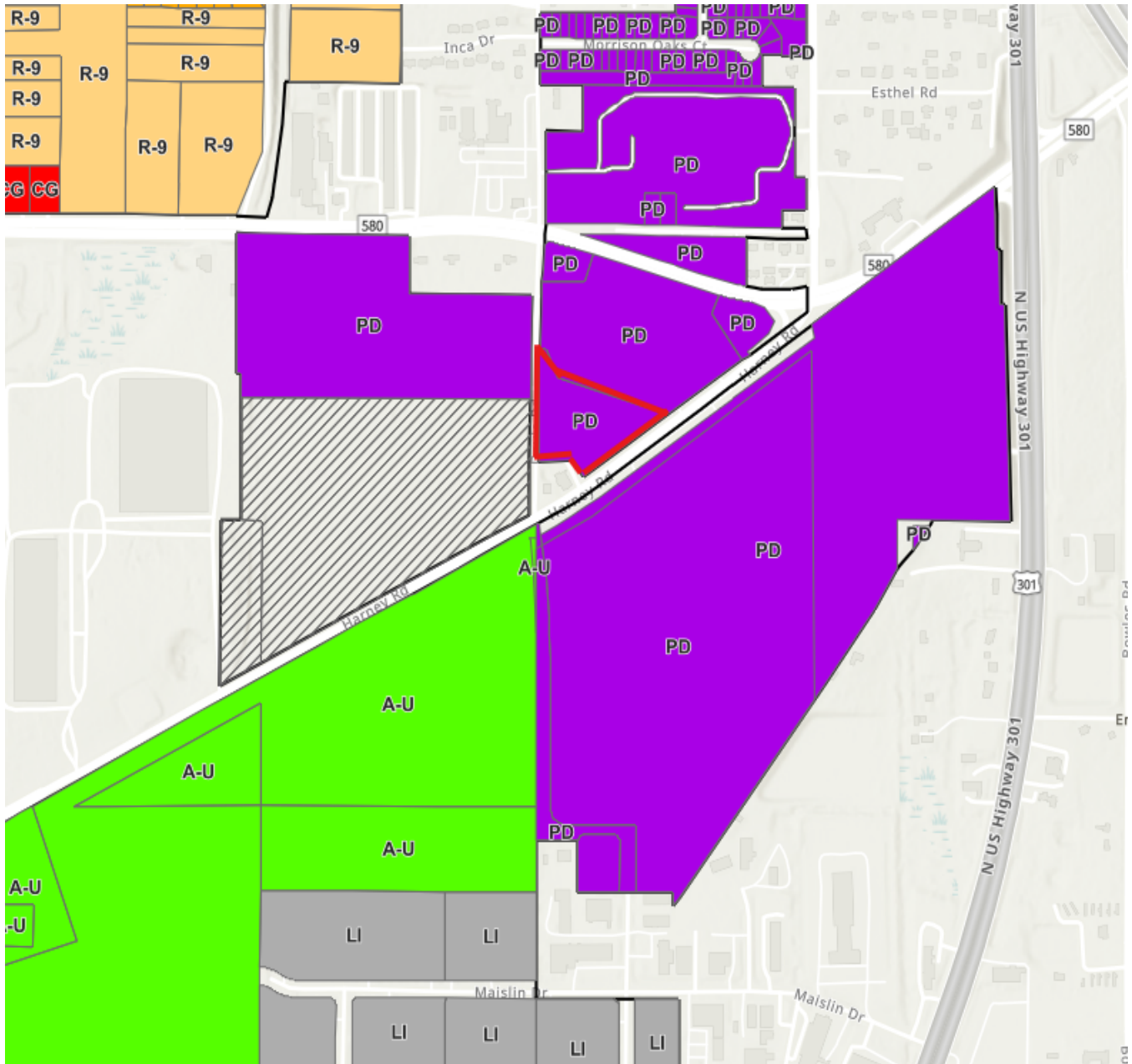
### Project Evaluation

As depicted below, the site is located adjacent to Community mixed Use-12 (CMU-12) Comprehensive Plan category on the north, west and southwest which includes industrial use and Research Corporate Park (RCP) to the south. Additionally, the existing zoning in the area includes Agricultural Urban (A-U) zoning which is essentially a “holding” transition zoning for the more intense uses allowed in the underlying lying CMU-12 Land Use. The Planned Development to the south is a significant warehouse and distribution center (Amazon) and a portion of annexed property to the west which includes 311,000 square feet of commercial and 30,000 square feet of commercial use. The site is in an area of the city that is trending towards industrial, warehouse and commercial land uses. The proposed use will be consistent and compatible with the existing and planned uses in the area.

### City of Temple Terrace Planning Information Map:



**City of Temple Terrace Zoning Atlas:**



**Transportation**

The site is proposing access to Davis Road and Harney Road. Both roads are Hillsborough County roadways. Harney Road is classified as an arterial road and Davis Road is classified as a collector road. Hillsborough County staff was transmitted the conceptual plan for review. If approved, the final site plan will require a review by Hillsborough County for access management. The location type and number of

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access points in addition to road improvements (including sidewalks) will be subject to Hillsborough County review and approval.

### **Tampa International Airport / Hillsborough County Aviation Authority (HCAA)**

HCAA staff were transmitted for review. They indicated any new structure exceeding 70' would require a height zoning review. The site plan proposes one story which is typically lower than 70'. A condition has also been included requiring the HCAA review if the building exceeds 70'.

### **Environmental Protection Commission (EPC)**

EPC staff were transmitted for review. They indicated the stormwater pond is not considered a jurisdictional wetland.

### **Planning Commission Staff Review**

The Hillsborough County City-County Planning Commission (HCCCPC) staff reviewed this modification application and found it to be consistent with the vision and other provisions of the City of Temple Terrace Comprehensive Plan. A full copy of their findings is provided as **Exhibit 2**.

### **Development Review Committee (DRC)**

The DRC provided no objections. However, conditions were recommended related to the stormwater pond:

- Prior to Final Site Plan approval, the Plat may require revision if determined by City of Temple Terrace Staff in consultation with a third-party reviewer.
- Prior to Final Site Plan approval, the stormwater retention pond may require inspection and certification as determined by Southwest Florida Water Management District.

The recommended conditions are included in the recommended conditions for adoption if approved.

The conceptual plan will be reviewed subject to final engineering during site plan review and may require further revision subject to final engineering review. No waivers were requested.

### **Findings**

Based on the findings above, the staff is in agreement with The Planning Commission and finds the modification consistent with the vision and other provisions of the City of Temple Terrace Comprehensive Plan, subject to the recommended zoning conditions provided in **Exhibit 1**.

## ORDINANCE

**AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA REZONING A PARCEL TOTALING 3.9 ACRES (±) (FOLIOS 38210.7606 ) FROM PD TO PD THAT IS GENERALLY LOCATED ON THE NORTH SIDE OF HARNEY ROAD APPROXIMATELY 245 FEET EAST OF THE INTERSECTION OF HARNEY ROAD AND DAVIS ROAD; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING ATLAS MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTION OF TYPOGRAPHICAL ERRORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE**

**Whereas** the owner of Property particularly described in Exhibit “A” attached hereto, (hereinafter the “Subject Property”), has petitioned and submitted a Zoning Reclassification Application (RZP-25-01) requesting to reclassify zoning from Planned Development (PD) to Planned Development (PD); and

**Whereas**, the subject property has a Comprehensive Plan Future Land Use designation of Community Mixed Use 12; and

**Whereas** RZP-25-01 was referred to the Hillsborough County City-County Planning Commission staff for review, and the Planning Commission staff provided a finding of consistency of such petition with the Imagine 2040: Temple Terrace Comprehensive Plan, with the written findings submitted to the City Council for consideration; and

**Whereas** the City Council held a public hearing and first reading of this ordinance on April 21, 2026, and held a second public hearing and reading of the ordinance at its May 5, 2026, 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 zoning for the subject property should be rezoned to Planned Development (PD).

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

**Section 1.** The petition for a Zoning Reclassification Amendment (RZP-25-01) of the subject property generally located on the north side of Harney Road approximately 245 feet east of the intersection of Harney Road and Davis Road is approved.

**Section 2.** The Official Zoning Atlas Map of the City shall be revised to reflect said amended zoning district.

**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.** 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.** The provisions of this Ordinance may be renumbered or re-lettered to accomplish such intention. The City Clerk is given authority to correct scribes' errors, such as incorrect Code cross references, grammatical, typographical, misspellings, and similar like errors.

**Passed and adopted by the City Council of the City of Temple Terrace, this 5th day of May 2026.**

(Corporate Seal)



X

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Andrew Ross, Mayor  
Chair of the City Council

**Attest:**

X

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Lynda Sader  
City Clerk

**Approved As To Form & Content:**

X

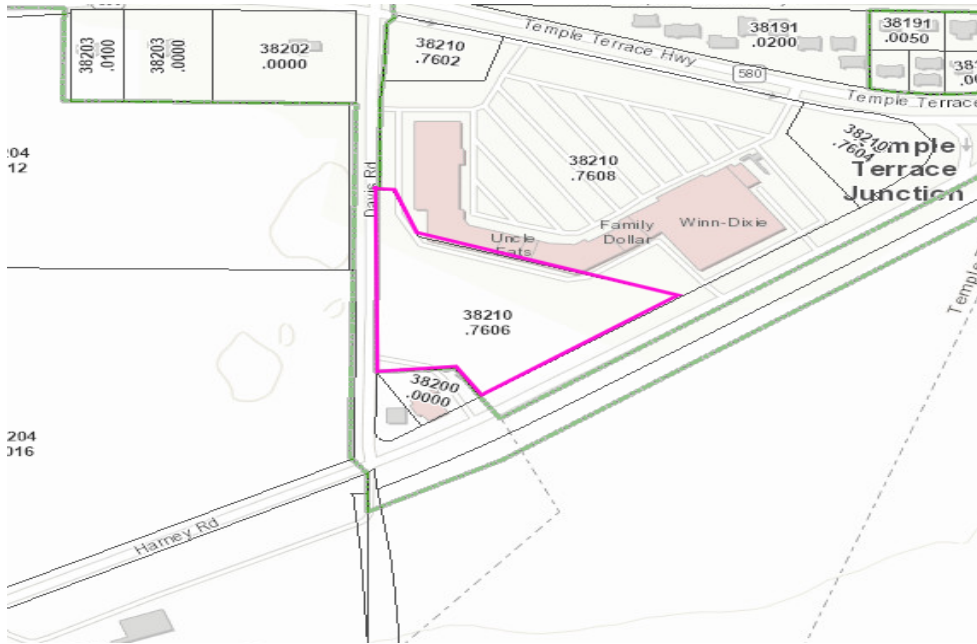
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Ernest Mueller  
City Attorney

**EXHIBIT "A" - LEGAL DESCRIPTION**

**FOLIO: 38210.7606**

**POINT PLAZA LOT 3**



RZP #09-06 Point Plaza Conditions of Approval as Amended by RZP 25-01 for Lot 3.

1. The approved Planned Development (PD) project shall consist of the existing and proposed development as approved by Hillsborough County Board of County Commissioners for Lots 1, 2 and 4 and the Conditions of Approval are provided below as Attachment (1):
  - PD-MU #85-461, with conditions of approval as amended on October 10, 1989
  - ~~IPD1 #89-049-C (Pertaining to Outparcel Only), October 10, 1989~~
  - PRS #89-0086-CN, October 10, 1989

(See attached conditions as approved by Hillsborough County).

2. New development, redevelopment or substantial changes to the existing development as defined in Temple Terrace Land Development Code Section 25.645, Deviation from Site Plans, shall require submittal of a site plan for review by staff and approval by City Council.
3. ~~Construction of the County approved proposed development scenario for Lot 3 will also require submittal of a detailed site plan for review by City staff and approval by City Council.~~
3. The development regulations for Lot 3 pursuant to RZP 25-01 shall are provided in Attachment (2).

**Attachment (1)**  
**Conditions of Approval of PD-MU #85-461 as amended by**  
**~~IPD-1 #89-0149-C~~/PRS #89-0086-CN as approved by the**  
**Hillsborough County Board of County Commissioners**  
**On October 10, 1989**

[County] Staff recommends approval of the PD-MU zoning district request with the conditions as amended by PRS 89-0086-CN listed below. Approval is based on the general development site plans received on October 16, 1985 and August 14, 1989, and all data shown, defined, described, noted, referenced and listed thereon.

1. Commercial development shall be restricted to a maximum floor area ratio of 10,000 s.f. per acre.
2. Commercial development shall be restricted to a maximum of 110,000 square feet including the outparcels.
3. Stormwater detention pond design requirements for the development shall be listed below, unless otherwise approved by the Hillsborough County Environmental Protection Commission and the Hillsborough County Drainage Engineer:
  - a. The side slopes shall be no greater than 4:1.
  - b. The banks shall be fully vegetated to the design low water elevation.
  - c. The sides and the bottom of each pond shall be constructed of impervious material.

4. The height of all commercial structures on site shall not exceed one story.
5. The developer shall provide parking pursuant to the requirements of Section 19 of the Zoning Code.
6. The developer shall provide, prior to the issuance of certificate of occupancy and pursuant to federal and State of Florida regulations, parking for handicapped persons. Said area shall be shown on the detailed site plan and labeled as "Parking for Handicapped" prior to detailed site plan approval.
7. Any proposals to include uses in the project requiring more than 5 spaces per 1,000 square feet, such as restaurants and movie theaters, shall require submittal of a revised site plan showing the additional parking spaces.
8. The developer shall provide, prior to the issuance of certificates of occupancy, sidewalks internal to the residential portion of the project and external to the project in the right-of-way area of the major right-of-ways bordering the project (i.e., Harney Road, Davis Road and Temple Terrace Highway). The exact location of said sidewalks shall be determined by the County Development Review Department during detailed site plan approval.
9. The developer shall be required to utilize public water and sewer and shall pay all costs to connect for service delivery. The developer shall submit to the County Department of development review, prior to the issuance of certificates of occupancy, evidence of commitment from the City of Temple Terrace to provide public water and public sewer services. Additionally, the developer shall submit to the County Department of Development Review, prior to issuance of certificates of occupancy, evidence of agreement to pay necessary costs to enable the City of Temple Terrace to provide public water and public sewer services delivery.
10. The developer shall install at the developer's expense, prior to issuance of certificates of occupancy, fire hydrants and if necessary water lines of a size necessary to meet minimum fire flow and pressure requirements to provide adequate water resources for firefighting. The location of the hydrants and water lines shall be subject to approval of the City of Temple Terrace accordingly. The installation of the hydrants and water lines shall be subject to approval of the City of Temple Terrace accordingly and prior to the issuance of certificates of occupancy. This condition may be waived by Department of Development Review if prior to the issuance of certificates of occupancy the Fire Department states that the fire protection is adequate.
11. The developer shall grant to the County sufficient acreage to provide for a piped drainage easement on site with a total width of 25 feet from Temple Terrace Highway and Harney Road to Outparcel B for low area retention. In addition, an easement shall be provided for the retention area for Outparcel B, unless otherwise approved by the County Drainage Engineer. The exact location of said easement shall be determined by Drainage Services Section of County Engineering Department. The developer shall submit evidence of drainage easement location approval from the Drainage Services Section of County Engineering Department to the County Department of Development Review prior to issuance of a Zoning Compliance Permit. The drainage easements shall be granted prior to the issuance of any Certificate of Zoning Compliance.
12. The development shall comply with Section 7.12, Buffers and Screening, of the Zoning Code.
13. The developer or the designate thereof shall be responsible for maintenance of the buffer.
14. The developer shall provide street lighting internal to the residential portion of the project.
15. The developer shall screen, prior to the issuance of certificates of occupancy, all mechanical equipment, for example, air conditioners, and service areas in the commercial portions, and on the entire site, shall screen trash receptacles, dumpsters, etc., from view

- from public places and neighboring properties through the use of features such as berms, fences, false facades, and dense landscaping.
16. Signage shall be permitted as pursuant to the County sign ordinance. No portable signage shall be permitted on the parcel.
  17. The developer shall provide a left-turn lane to meet County requirements on Temple Terrace Highway for westbound-to-south left turns into the west project access.
  18. [Duplicates No. 17 (typographic error)]
  19. If the left-turn lanes above overlap, Temple Terrace Highway shall be widened to a uniform 3-lane section between the two project accesses.
  20. The developer shall provide a left-turn lane to meet County requirements on Harney Road for eastbound-to-south left turns into the east project access.
  21. The developer shall be responsible for removing existing pavement markings in the areas widened and for restriping the widened sections to delineate the left-turn lanes in compliance with Hillsborough County Engineering Department standards.
  22. Driveway radii shall be a minimum of 25 feet to accommodate passenger vehicles at the residential accesses.
  23. Driveway radii shall be a minimum of 55 feet to accommodate single-unit vehicles at the commercial accesses.
24. All roadway construction shall be completed with proper transitions from the widened section to the existing roadway pavement.
  25. No additional right-of-way is required on Temple Terrace Highway.
  26. Harney Road, functionally classified by the Engineering Department as a County arterial, requires an additional 29 feet of right-of-way on the north side. This will provide part of the total 118 feet of right-of-way needed ultimately to accommodate a symmetrical 4-lane divided roadway section.
  27. Davis Road, functionally classified by the Engineering Department as a local road, requires an additional 11 feet of right-of-way on the east side. This will provide part of the 72 feet of total right-of-way needed ultimately to accommodate a symmetrical 2-lane undivided roadway section.
  28. No certificates of occupancy shall be issued for the commercial portion of the site prior to the completion of all required roadway construction for the particular portion of the site.
  29. There shall be no more than one access into the commercial portion from Davis Road and one from Harney Road plus no more than two access points into the commercial portion from Temple Terrace Highway. However, an additional access point may be permitted from the commercial area into Harney Road if approved by Hillsborough County Engineering Department.
  30. There shall be no access to the outparcels from the external roads.
  31. The access roads shall meet all County requirements.
  32. Up to sixty days subsequent to rezoning approval by the Hillsborough County Board of County Commissioners, the developer shall submit to the County Department of Development Review a revised general site plan for certification which shall reflect all the conditions outlined above.
  33. Within ninety days of approval of the PRS 89-0086-CN, the applicant shall submit for certification a revised general site plan reflecting existing and amended conditions in relation to PZ 89-0149-CN.

NOTES:

1. All impervious area shall require retention.
2. The developer shall comply with County Commercial drainage criteria.

## Attachment (2): Development Standards Pursuant to RZP 25-01

1. Lot 3 shall be limited to a maximum of 30,000 square feet. Outdoor storage is prohibited. The permissible uses shall be as follows:
  - Light industries with related office and showrooms which include manufacturing, processing, assembly, fabrication, packaging, storage and distribution
  - Printing, blueprinting, engraving and related reproductive processes
  - Warehouse and wholesale distribution including related showroom and offices
  - Commercial recreation (indoor) and indoor sign painting activity.
2. Development shall meet or exceed Sec. 12-237 (LI) Light Industrial zoning regulations, the Land Development Code and all other regulations of the City of Temple Terrace, and other applicable agencies having jurisdiction.
3. The project shall develop in compliance with the Conceptual Plan dated 2-25-2026. The Conceptual Plan and zoning conditions include no waivers tacit or otherwise. In the event of a conflict between the Conceptual Plan and applicable regulations, the more restrictive requirement shall prevail.
4. The application for Final Site Plan shall include height zoning review approval from Tampa International Airport / Hillsborough County Aviation Authority for any structure or equipment exceeding 70' AMSL (Above Mean Sea Level)
5. Elevations shall be as shown on the elevation plan dated 2-11-2025 unless otherwise approved pursuant to the Final Site Plan review process.
6. The location, type and number of access points and access management improvements shall be subject to approval of Hillsborough County. All improvements shall be completed and approved by Hillsborough County prior to Final Site Plan approval.
7. Prior to Final Site Plan approval, the Plat may require revision if determined by City of Temple Terrace Staff in consultation with a third-party reviewer.
8. Prior to Final Site Plan approval, the stormwater retention pond may require inspection and certification as determined by Southwest Florida Water Management District.



**Hillsborough County  
City-County  
Planning Commission**

<b>Report Prepared:</b>  April 4, 2025	<b>Petition: RZP 25-01</b>  Folio numbers: 038210.7606  Location: Northwest of the intersection at Harney Road and Davis Road
<b>Summary Data:</b>	
<b>Comprehensive Plan Finding:</b>	Consistent
<b>Adopted Future Land Use:</b>	Community Mixed Use -12 (12 DU/Acre) (0.50 FAR)
<b>Proposed Future Land Use:</b>	Not Applicable
<b>Planning Area:</b>	NA
<b>Zoning:</b>	This application is to amend the language of the conditions of the PD to allow development of LOT 3 in accordance with the Land Development Code along with the overall Temple Terrace strategic development plan.
<b>Parcel Size</b>	3.85± Acres
<b>Street Functional Classification:</b>	Davis Road – Collector Harney Road – Arterial



**Context:**

The City of Temple Terrace received a request to revise the Planned Development (PD) on property at the intersection of Harney Road and Davis Road, just south of Temple Terrace Highway. The applicant is seeking an Amendment or Variance to the PD conditions approved in 2009. The applicant intends to construct a 15,000 square foot metal building with associated parking and would like to expand the PDP's list of allowable uses to include Commercial General (CG) uses, commercial offices, light industrial uses, and a variety of Conditional Uses (commercial recreational, mini/self-storage, and Contractor office uses). It is Planning Commission staff understanding that conditional uses must be approved by the board.

The 3.85± acre subject site and the surrounding area is predominately designated Community Mixed Use-12 (CMU-12). This land use category allows for a 0.50 Floor Area Ratio for general commercial, office, intensive commercial, light industrial, and industrial uses. In addition, this land use category allows for up to 12 dwelling units per gross acre. Additionally, the site is in the vicinity of an Activity Center envision on Fletcher Avenue at Harney Road and US Highway 301. The Activity Center is intended to concentrate mixed use development in proximity to residential areas and along Multi-Modal Corridors including Fletcher Ave (Temple Terrace Highway) Harney Road and US 301 are identified as Multi-Modal corridors.

The site is vacant and is in an area characterized by retail, light and intensive commercial uses. The northern boundary of the site abuts Point Plaza Shopping Center, which includes approximately 466,189.28 square feet of retail uses. In addition, there is a 137,000 square foot VA Medical Clinic to the northwest, and across Harney Road to the east, the site is adjacent to a 3.4 million square foot Amazon Fulfillment Center.

The Planning Commission staff has reviewed the Point Plaza PDP Amendment or Variance Petition and finds it **consistent** with the *Temple Terrace Comprehensive Plan*, most notably with the following:

**Goals, Objectives, and Policies of the Temple Terrace Comprehensive Plan:**

**Non-Residential Development**

**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: (excerpt)

- its future major urban and suburban activity centers of residential and non-residential mixed-use neighborhoods exhibiting new urbanism design principles at 56<sup>th</sup> Street and Fowler Avenue, at 56<sup>th</sup> Street and Fletcher Avenue; and at US 301 and Harney Road and Temple Terrace Highway; ...

**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.

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

### **Staff Analysis:**

The 3.85± acre subject site is designated Community Mixed Use-12 (CMU-12) which allows for up to 83,853 square feet of general commercial, office, intensive commercial, light industrial, and industrial uses. This aligns with the request to construct a 15,000 square foot metal building, and to expand the PDP's list of allowable uses on Point Plaza Lot 3 to include Commercial General (CG) uses, commercial offices, light industrial uses, and a variety of Conditional Uses (commercial recreational, mini/self-storage, and Contractor office uses).

Further, the subject site is adjacent to Harney Road and US Highway 301 Activity Center as identified in LU Policy 3.5.1 and is highly accessible to Fletcher Avenue and US Highway 301 which are recognized as multi-modal corridors. Increasing the range of commercial intensive and retail uses along a multi-modal corridor is furthers the City's growth strategy which encourages a broad mix of uses to support Activity Centers.

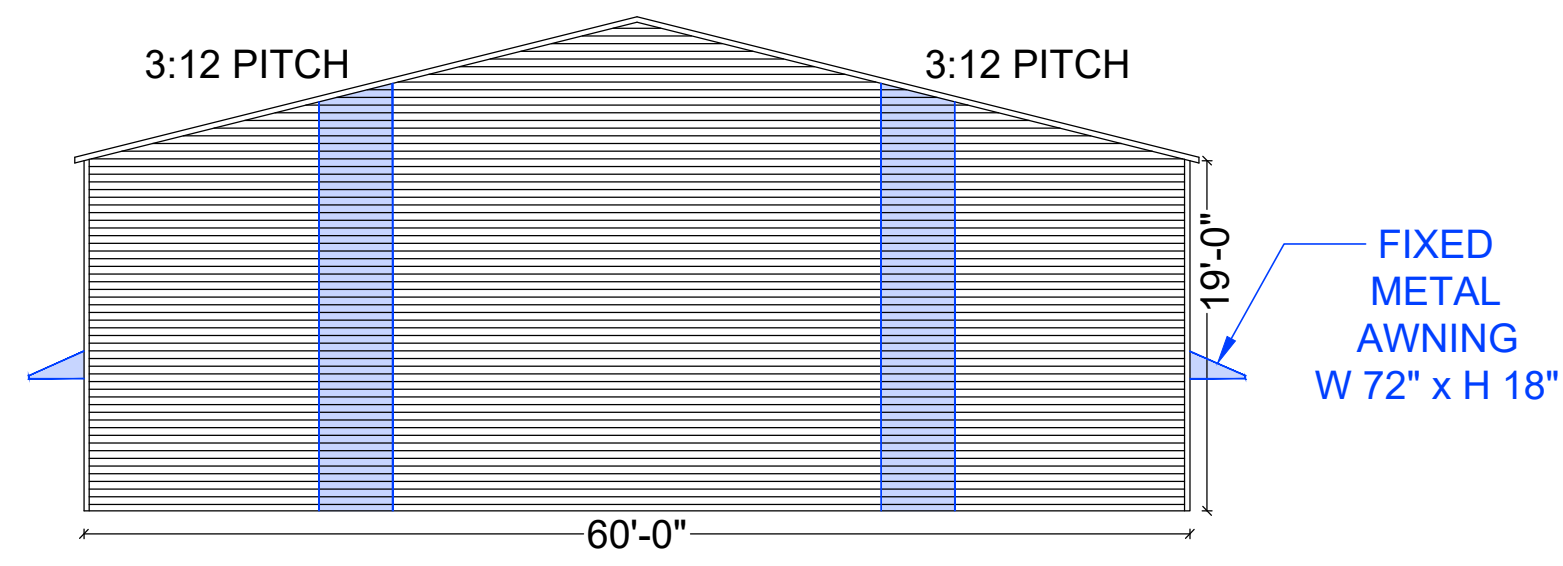
The proposed changes to the Point Plaza PD for Lot 3 are compatible and complementary to the existing development in the surrounding area which Point Plaza Shopping Center to the north, the Amazon Fulfillment Center, and recently developed VA Clinic to the northwest. In addition, the site abuts a stand-alone grocery store and Verizon Switch Station adjacent to the south.

Planning Commission staff has analyzed this requested amendment/variance to the Point Plaza PDP for Lot 3, considered existing and future development patterns, as well as the goals, objectives, and policies noted above, and found it **CONSISTENT** with the *City of Temple Terrace Comprehensive Plan*.

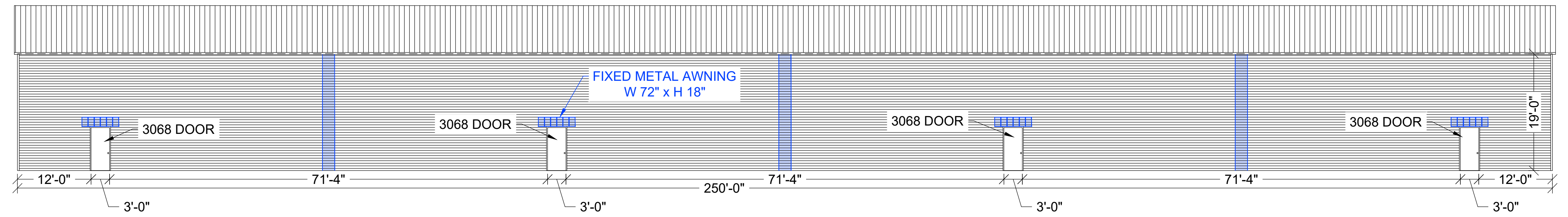
### **RECOMMENDATION:**

Planning Commission staff finds the proposed rezoning request **CONSISTENT** with the vision and other provisions of the *City of Temple Terrace Comprehensive Plan*.

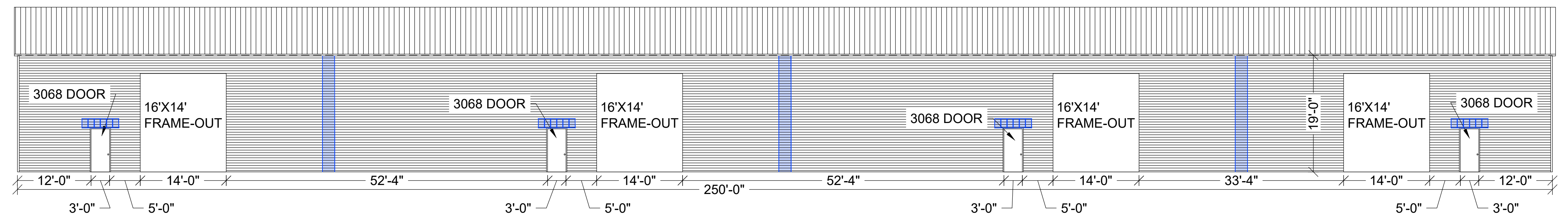




**EAST / WEST SIDE ELEVATION - F.F. = 47.80**  
SCALE: NOT TO SCALE



**INSIDE - NORTH / SOUTH SIDE ELEVATION - F.F. = 47.80**  
SCALE: NOT TO SCALE



**OUTSIDE - NORTH / SOUTH SIDE ELEVATION - F.F. = 47.80**  
SCALE: NOT TO SCALE

# Item Cover Page

## City Council Item Report

**Date:** April 21, 2026  
**From:** Marisa Robinson, Community Development Deputy Director  
**Item Type:** Ordinance  
**Subject:** First Public Hearing and First Reading of an Ordinance Amending the Capital Improvements Section Objectives and Policy (CPA-25-01)  
**Presenter:** Katrina Corcoran - Planning Commission

### Recommendation:

Staff recommends approval on first reading and to schedule a public hearing and second reading for June 2, 2026.

### Discussion:

The Hillsborough County City-County Planning Commission initiated a text amendment to the City of Temple Terrace Comprehensive Plan Capital Improvement Section Objectives and Policies to amend the practices and policies of the CIS. Due to a procedural error on the part of the Planning Commission related to the transmittal of TT/CPA-25-01 to the Department of Commerce for State Review, the State has required that this matter be returned to the Temple Terrace City Council for rehearing and re-adoption. As Council will notice, the second reading and second hearing of this matter is planned for June due to a requirement that there be, at least, 30 days between hearings.

### Resolution/Ordinance Information:

**AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE “IMAGINE 2040: TEMPLE TERRACE COMPREHENSIVE PLAN” CAPITAL IMPROVEMENTS SECTION OBJECTIVES AND POLICY; PROVIDING 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 - CPA 25-01
2. TTCPA 25-01 Report packet with signed resolution and memo

## ORDINANCE

**AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING THE “IMAGINE 2040: TEMPLE TERRACE COMPREHENSIVE PLAN” CAPITAL IMPROVEMENTS SECTION OBJECTIVES AND POLICY; PROVIDING 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**, 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; and

**Whereas**, the Hillsborough County City-County Planning Commission and Temple Terrace City Council adopted the Procedures Manual for Amendments to the City of Temple Terrace Comprehensive Plan on February 6, 2020; and

**Whereas**, the Hillsborough County City-County Planning Commission initiated a text amendment to the City of Temple Terrace Comprehensive Plan; and

**Whereas**, the Hillsborough County City-County Planning Commission reviewed the proposed text amendment, considered the adopted Goals, Objectives, and Policies of the City of Temple Terrace Comprehensive Plan; and

**Whereas**, the intent of this amendment is to streamline the policies by removing unnecessary provisions while maintaining compliance with State law; and

**Whereas**, Planning Commission staff determined that TT/CPA-25-01 is consistent with the Goals, Objectives, and Policies of the City of Temple Terrace Comprehensive Plan; and

**Whereas**, Hillsborough County City-County Planning Commission Board found the amendments consistent with City of Temple Terrace Comprehensive Plan and approved the resolution on December 8, 2025; 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 public hearings on April 21, 2026, and June 2, 2026, during which the public was able to submit comments on the proposed text amendment set forth in CPA-25-01 (TTCPA-25-01).

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

**Section 1.** The Capital Improvements Section Objectives and Policies of the Imagine 2040 Temple Terrace Comprehensive Plan is hereby modified and updated as follows:

**City of Temple Terrace Comprehensive Plan  
Text Amendment for CAP Policies 1.1.1 and 1.1.3**

**CAP Policy 1.1.1:** Annually review and update the City’s 5-year Capital Improvements Program, ~~the City’s 15-year Multimodal Transportation Program,~~ and the City’s Capital Improvements Section, including ~~the annual LOS report, concurrency management report,~~ School District Work Plan, and the City’s revenue and debt projections.

**CAP Policy 1.1.3:** Incorporate into the annual Capital Improvements Section all capital improvement projects from the City’s 5-year Capital Improvements Program, ~~from years one through five of the City’s 15-year Multimodal Transportation Program,~~ and from the School District’s 5-year Work Plan that satisfy LOS standards expressed in public facilities sections or as adopted by this Comprehensive Plan.

**CAP Policy 1.1.10:** The City may continue to maintain a 15-year Multimodal Transportation Program to support long-range planning and coordination with regional partners.

**Section 2.** 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 3 .** 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 4.** This Ordinance shall become 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 development amendment is in compliance with the law. No development order, 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 5.** The provisions of this Ordinance may be renumbered or re-lettered 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 errors when codifying this Ordinance.

**Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 2<sup>nd</sup> day of June 2026.**

(Corporate Seal)



X

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Andrew Ross, Mayor  
Chair of the City Council

**Attest:**

X

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Lynda Sader  
City Clerk

**Approved As To Form & Content:**

X

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Ernest Mueller  
City Attorney



**Hillsborough County  
City-County  
Planning Commission**

**Memorandum**

Date: April 21, 2026

To: Temple Terrace Mayor and City Council Members

From: Katrina Corcoran, AICP, Planning Commission

Re: TT/CPA 25-01 – Resubmittal

Due to a procedural error related to the transmittal of TT/CPA 25-01 to the Department of Commerce for State Review, this case has been returned back to the Temple Terrace City Council to ensure that the review standards are met.

The City Council initially approved adoption of TT/CPA 25-01, relating to revisions to the text of CAP Policies 1.1.1 and 1.1.3 on January 20, 2026, and on February 3, 2026. No changes have been made to the amendment since that time.

To ensure that TT/CPA 25-01 meets the review requirements for Large Scale Plan Amendments, the Planning Commission is resubmitting this item to the Temple Terrace City Council. The Transmittal Public Hearing is scheduled for April 21<sup>st</sup>, 2026, and the Adoption Public Hearing is on June 2<sup>nd</sup>, 2026.

Please feel free to contact me by phone at 813.582.7323 or email at [Corcorank@plancom.org](mailto:Corcorank@plancom.org) with any questions you may have.

Thank you for your attention to this matter.



**Plan Hillsborough**  
[planhillsborough.org](http://planhillsborough.org)  
[planner@plancom.org](mailto:planner@plancom.org)  
813 - 272 - 5940  
601 E Kennedy Blvd  
18<sup>th</sup> Floor  
Tampa, FL, 33602p



## City of Temple Terrace: TT/CPA 25-01 Capital Improvements Section Policies 1.1.1, 1.1.3, and 1.1.10

Meeting Date	December 8, 2025
Meeting Type	Public Hearing
Staff Planner	Erica Larson, <a href="mailto:larsone@plancom.org">larsone@plancom.org</a> , 813-212-0526
Application Type	Publicly Initiated Text Amendment
Action Necessary	Yes
Attachments	Resolution, Agency Comments, and Application

### Staff Report and Recommendation

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

#### 1. Text Amendment Summary

This is a publicly initiated text amendment proposing to amend Capital Improvements Section Policies 1.1.1 and 1.1.3 of the *Temple Terrace Comprehensive Plan* to remove references to the 15-year Multimodal Transportation Program, annual LOS report, and concurrency management report. These requirements are no longer mandated by statute. Local governments are not required to maintain a 15-year Multimodal Transportation District schedule, and this is no longer needed to ensure consistency with the Capital Improvements Section (CIS). However, the proposed language makes clear that the City may continue to maintain a 15-year Multimodal Transportation Program.

As currently written, the policies require the City to annually review, update, and incorporate projects from the 15-year Multimodal Transportation Program into the CIS. The proposed amendment would eliminate this requirement while retaining all statutory components of the CIS, including the Five-Year Capital Improvements Program (CIP), the School District Five-Year Work Plan, and related financial information.

The intent of this amendment is to streamline the policies by removing unnecessary provisions while maintaining compliance with state law and allowing the City to continue to maintain a 15-year long-range Multimodal Transportation Program.

#### 2. Proposed Language

**City of Temple Terrace Comprehensive Plan  
Text Amendment for CAP Policies 1.1.1 and 1.1.3**

**CAP Policy 1.1.1:** Annually review and update the City’s 5-year Capital Improvements Program, ~~the City’s 15-year Multimodal Transportation Program,~~ and the City’s Capital Improvements Section,

including the annual LOS report, concurrency management report, School District Work Plan, and the City's revenue and debt projections.

**CAP Policy 1.1.3:** Incorporate into the annual Capital Improvements Section all capital improvement projects from the City's 5-year Capital Improvements Program, ~~from years one through five of the City's 15-year Multimodal Transportation Program,~~ and from the School District's 5-year Work Plan that satisfy LOS standards expressed in public facilities sections or as adopted by this Comprehensive Plan.

**CAP Policy 1.1.10:** The City may continue to maintain a 15-year Multimodal Transportation Program to support long-range planning and coordination with regional partners.

### 3. Applicable Comprehensive Plan Policies and Criteria

As these two CIS Policies are being updated, the Goals, Objectives, and Policies within the Section are applicable and relevant. Of particular relevance to consistency are the following current Policies:

#### 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 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 1.5.13:** 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.

### 4. Staff Analysis

Planning Commission staff initiated this amendment as part of ongoing efforts to maintain consistency between the *Temple Terrace Comprehensive Plan* and current state growth management requirements. The amendment proposes revisions to CAP Policies 1.1.1 and 1.1.3 to remove references to the 15-year Multimodal Transportation Program, the annual LOS report, and the Concurrency Management Report.

These provisions were originally included to satisfy prior statutory requirements under Florida's growth management framework. However, state law no longer requires local governments to maintain a 15-year Multimodal Transportation District schedule, annual LOS report, or a

concurrency management reporting process. The proposed update aligns the City's Capital Improvements Section with current state law and modernizes the structure of the Capital Improvements Section.

As currently written, the Comprehensive Plan directs the City to annually review, update, and incorporate projects from the 15-year Multimodal Transportation Program into the CIS. The amendment removes that outdated requirement while retaining all necessary statutory components, including:

- The Five-Year Capital Improvements Program (CIP);
- The School District Five-Year Work Plan; and
- Associated financial and implementation information that ensures fiscal feasibility and Level of Service consistency.

The proposed changes are procedural in nature and do not alter the City's ability to conduct long-range transportation planning or maintain a longer-term multimodal program if desired. The City may continue to identify and coordinate long-range multimodal projects with regional partners, the TPO, and state agencies to support comprehensive transportation planning and funding opportunities (*CAP Objective 1.5 and CAP Policy 1.5.13*).

By removing outdated references and simplifying policy language, this amendment improves internal consistency within the CIS and better reflects the City's current practices. The changes maintain the required linkage between the Comprehensive Plan and the City's budgeting and capital improvement processes (*CAP Objective 1.1 and CAP Policy 1.1.6*), while eliminating unnecessary administrative requirements.

This amendment supports the agency's ongoing goal of maintaining accurate, statutory, and streamlined plan language across all jurisdictions. It ensures the *Temple Terrace Comprehensive Plan* remains consistent with state law, current practice, and regional coordination processes, while preserving the City's flexibility to pursue long-range multimodal planning at its discretion.

## **5. Recommendation**

Find TT/CPA 25-01, a text amendment relating to Capital Improvements Section Policies 1.1.1, 1.1.3, and 1.1.10 **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: TT/CPA 25-01 Capital Improvements Section Policies 1.1.1, 1.1.3, and 1.1.10**

**December 8, 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, the Hillsborough County City-County Planning Commission and Temple Terrace City Council adopted the Procedures Manual for Amendments to the City of Temple Terrace Comprehensive Plan on February 6, 2020; as amended; and

WHEREAS, the Hillsborough County City-County Planning Commission initiated a text amendment to the *City of Temple Terrace Comprehensive Plan*; and

WHEREAS, the Hillsborough County City-County Planning Commission reviewed the proposed text amendment, considered 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 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 1.5.13:*** *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.*

WHEREAS, Planning Commission staff determined that TT/CPA 25-01 is consistent with the Goals, Objectives, and Policies of the *City of Temple Terrace Comprehensive Plan*.

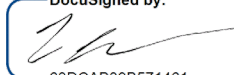
NOW, THEREFORE, BE IT RESOLVED, that the Hillsborough County City-County Planning Commission finds the City of Temple Terrace Comprehensive Plan Amendment 25-01

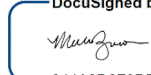
**CONSISTENT** with the *City of Temple Terrace Comprehensive Plan* and forwards it to the Temple Terrace City Council for approval.

**The above resolution for TT/CPA 25-01 was adopted by the Planning Commission on December 8, 2025.**

By motion of Commissioner Linkous, Ph.D., AICP  
Seconded by Commissioner Louk

<b>Commissioner Bowden</b>	<b>Aye</b>
<b>Commissioner Cardenas</b>	<b>Absent</b>
<b>Commissioner Cona</b>	<b>Aye</b>
<b>Commissioner Jemison</b>	<b>Aye</b>
<b>Commissioner Joseph, Ph.D., Chair</b>	<b>Aye</b>
<b>Commissioner Kugler</b>	<b>Aye</b>
<b>Commissioner Linkous, Ph.D., AICP</b>	<b>Aye</b>
<b>Commissioner Louk, Vice Chair</b>	<b>Aye</b>
<b>Commissioner Sieben, Member-at-Large</b>	<b>Aye</b>
<b>Commissioner Sienk</b>	<b>Aye</b>

DocuSigned by:  
  
 63DCAB39B571461...  
 Commissioner Joseph, Ph.D., **Chair**

DocuSigned by:  
  
 044A2D6F0DB0486...  
 Melissa Zornitta, FAICP  
 Executive Director

## **Attachment B: Agency Comments**

City of Temple Terrace CPA 25-01 –

Update the Capital Improvements Section Policies 1.1.1 and 1.1.3

CPA CYCLE: September 2025

Request: Amend Capital Improvements Section Policies 1.1.1 and 1.1.3 of the Temple Terrace Comprehensive Plan to remove references to the 15-year Multimodal Transportation Program.

---

## Introduction

This is a publicly initiated text amendment proposing to amend Capital Improvements Section Policies 1.1.1 and 1.1.3 of the Temple Terrace Comprehensive Plan to remove references to the 15-year Multimodal Transportation Program. On September 30, 2025, the Hillsborough County City-County Planning Commission transmitted the City of Temple Terrace Comprehensive Plan Text Amendment, TT/CPA 25-01 to Hillsborough County, for Hillsborough County staff to review and comment. This review of the text amendment is categorized into the following sections:

1. Infrastructure and Public Facilities
2. Zoning and Regulatory Compliance
3. Conservation & Environmental Lands
4. Affordable Housing
5. Economic Development
6. Hazard Mitigation
7. Office of Emergency Management
8. Agribusiness Development

The following are comments based on the information transmitted by the Planning Commission.

City of Temple Terrace CPA 25-01 –

Update the Capital Improvements Section Policies 1.1.1 and 1.1.3

CPA CYCLE: September 2025

Request: Amend Capital Improvements Section Policies 1.1.1 and 1.1.3 of the Temple Terrace Comprehensive Plan to remove references to the 15-year Multimodal Transportation Program.

---

## **Section 1 – Infrastructure and Public Facilities Review**

### **Fire Rescue Department**

No objections, comments, or concerns.

### **Parks & Recreation Department**

No objections, comments, or concerns.

### **Public Utilities Administration**

#### **Potable Water**

No comments for this CPA.

#### **Wastewater**

No Comments for this CPA.

### **Community and Infrastructure Planning Department**

Community and Infrastructure Planning (C&IP) is in support of this text plan amendment. Staff agree with the amendment's intent to streamline the policies by removing unnecessary provisions while maintaining compliance with state law. Staff have no further comments.

## **Section 2.0 – Zoning and Regulatory Compliance Review**

Zoning staff has no comments.

## **Section 3.0 – Conservation & Environmental Lands Review**

No objections, comments, or concerns.

City of Temple Terrace CPA 25-01 –

Update the Capital Improvements Section Policies 1.1.1 and 1.1.3

CPA CYCLE: September 2025

Request: Amend Capital Improvements Section Policies 1.1.1 and 1.1.3 of the Temple Terrace Comprehensive Plan to remove references to the 15-year Multimodal Transportation Program.

---

### **Section 4.0 – Affordable Housing Review**

This CPA amendment proposes initiating a text amendment to the capital improvements section of Temple Terrace’s comprehensive plan that would remove references to the 15-year multimodal transportation program. Policies 1.1.1 and 1.1.3 in Temple Terrace’s comprehensive plan require the City to annually review, update and incorporate projects from the 15-year multimodal transportation program into the capital improvements section (CIS). These requirements are no longer mandated by statute, as the Community Planning Act of 2011 eliminated the state requirement for local governments to maintain a 15-year multimodal transportation district schedule, and are no longer needed to ensure consistency with the CIS. This amendment would eliminate this requirement while retaining all statutory components of the CIS, including the five – year capital improvements program (CIP), the school district five – year work plan, the annual LOS report, concurrency management report, and related financial information. The intent of this amendment is to streamline the policies by removing unnecessary provision while maintaining compliance with state law.

Hillsborough County Affordable Housing Services (AHS) is in favor of policies that support affordable housing development and encourages policies that streamline and strengthen services that support Temple Terrace residents that live within the 120% or below area median income (AMI) for that area. Policies that initiated improvements to the transportation system are a critical component of any housing strategy, as it provides accessibility to the workforce and the lifestyle necessities that are needed to support the community. AHS approves of this amendment.

### **Section 5.0 – Economic Development Review**

No objections, comments, or concerns.

### **Section 6.0 – Hazard Mitigation Review**

No objections, comments, or concerns.

City of Temple Terrace CPA 25-01 –

Update the Capital Improvements Section Policies 1.1.1 and 1.1.3

CPA CYCLE: September 2025

Request: Amend Capital Improvements Section Policies 1.1.1 and 1.1.3 of the Temple Terrace Comprehensive Plan to remove references to the 15-year Multimodal Transportation Program.

---

## **Section 7.0 – Office of Emergency Management**

The Hillsborough County Office of Emergency Management has reviewed the proposed Community Plan Amendment and offers the following comments:

<p><b>Information:</b> <i>Temple Terrace Comprehensive Plan</i> to remove references to the 15-year Multimodal Transportation Program</p>	<p><b>Risk Considerations:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> FEMA High Risk Flood Zone</li> <li><input type="checkbox"/> Wellhead Protection Zone</li> <li><input type="checkbox"/> Wetlands</li> <li><input type="checkbox"/> Evacuation Zone</li> <li><input type="checkbox"/> Other</li> </ul>
---	---

### **Summary:**

Based on our review, the proposed amendment **does align** with the goals and objectives outlined in the Hillsborough County Local Mitigation Strategy (LMS), specifically:

- **Section 2: Improved Built Environment** (LMS, p. 42)

For reference, the Hillsborough County Local Mitigation Strategy is available at: [Local Mitigation Strategy Documents | Hillsborough County, FL](#).

## **Section 8.0- Agribusiness Development**

This agency has no comments.



**School Impact Review – No Comment or Objection**

**Date Issued:** 10/20/2025

**Jurisdiction:** City of Tampa

**Case Number:** TT CPA 25-01

Capital Improvements Section  
Policies 1.1.1 and 1.1.3

**The District has no comment. The proposed development would not meet the threshold for School Concurrency.**

**The District has no comment.**

**NOTE:**

The information provided above is valid for sixth months from the date issued. Please contact the School District for an updated review as necessary.

*Andrea A. Stingone*

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

# Attachment C: Application

## Comprehensive Plan Amendment Application

This Comprehensive Plan Amendment (CPA) application provides the data and analysis required for the review of a proposed Comprehensive Plan Amendment, in accordance with the Hillsborough County City-County Planning Commission ("Planning Commission") Procedures Manual and Chapter 163, Florida Statutes.

A pre-application meeting must take place no later than 7 (seven) days prior to the filing deadline for the Plan Amendment.

Pre-Application Meeting:  
2025-09-09

### Property Owner Information

Planning Commission  
601 E Kennedy Blvd. Tampa FL

larsone@plancom.org  
813-212-0526

### Agent/Representative Information

Jurisdiction in which the proposed Comprehensive Plan Amendment is located:

City of Temple Terrace

Type of request:

Text Amendment

Text Amendment

Text Amendment (Goals, Objectives, and Policies of the Comprehensive Plan)

Goal/Objective/Policy No. \_\_\_\_\_

Description of Property (for map amendments only):

CAP 1.1.1 & CAP 1.1.3

Text

All included Folio's:

CAP 1.1.1 & CAP 1.1.3

NA

Adopted FLUE:

["N/A - Text Amendment"]

Requested FLU:

["N/A - Text Amendment"]

Total acres:

Map Amendments Only:

Is the subject site, or a portion of the subject site, located within the Coastal High Hazard Area (CHHA)?

Unincorporated Hillsborough County Plan Amendment's Only:

Is the subject site located within the Urban Service Area (USA)?

Map Amendments Only:

Development trend in the surrounding area (within one mile of the subject site in Tampa, Temple Terrace and Plant City; within five miles of the subject site in unincorporated Hillsborough County):

Map Amendments Only:

Is there a pending application on the property, or do you anticipate applying for other applications? (Example: Rezoning, Land Development Code Amendment, etc):

No

Justification for the proposed Map or Text Amendment (i.e, infrastructure, supporting policies, transit availability, etc):

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Memorandum of Understanding  
Between  
Hillsborough County City-County Planning Commission  
and

Planning Commission

1. Purpose. The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions governing submittal and administration of the Plan Amendment.
2. Responsibilities of the Applicant.
  - a. The applicant and/or their authorized representative ("Applicant") shall be responsible for submitting all required documentation for the Plan Amendment and compliance with the procedures and requirements set forth in the Plan Amendment Procedures Manual.
  - b. The Applicant is responsible for payment of legal advertising fees per the deadlines outlined in the Procedures Manual. If payment is not timely received, the Plan Amendment will not be included in the public hearing agenda, and additional advertising fees will become due for rescheduling the public hearing.
  - c. If the Applicant is proposing a plan amendment category that allows consideration of a residential use, the Applicant is responsible for, and will pay to the Hillsborough County School Board, a review fee for an "Adequate Facilities Analysis", upon request by the School Board. Receipt of this payment is due to Planning Commission staff no less than thirty (30) days after submission of the Plan Amendment application.
  - d. If the Applicant desires to make a presentation to the Planning Commission utilizing electronic media, the media must be provided to the Planning Commission at least 2 business days prior the public hearing.
  - e. The Applicant shall be responsible for all noticing required by the Plan Amendment Procedures Manual.
  - f. The Applicant understands the procedures for a "Continuation of Plan Amendment Requests" and "Withdrawal, Denial, and Resubmittal of a Plan Amendment Application" set forth in the Plan Amendment Procedures Manual.
3. City of Tampa, Plant City, and Temple Terrace ONLY: Withdrawal/Termination. After submission of the application, staff conducts a seven (7) day sufficiency review period. A full refund will only be issued if the application is withdrawn within the seven (7) day sufficiency review period.

Planning Commission

NA

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Additional Notes:

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# Item Cover Page

## City Council Item Report

**Date:** April 21, 2026  
**From:** Judy Nicklin, Executive Assistant  
**Item Type:** Resolution - Purchase  
**Subject:** Resolution Authorizing the Expenditure of \$88,488 for the Purchase of a Blue Star Power Systems 100KW Natural Gas Generator from Mid-Florida Diesel  
**Presenter:** Jason Warrenfeltz, Public Works Director

### Recommendation:

Staff recommends the City Council adopt a resolution authorizing the expenditure of \$88,488 to Mid Florida Diesel for the purchase of a Blue Star Power Systems 100KW Natural Gas Generator, to be paid for out of Account No. 160-1820-572.64-99.

### Discussion:

The City's purchase of the Blue Star Power Systems 100KW Natural Gas Generator from Mid-Florida ("Generator"), in the amount of \$88,488, will be through the Florida Sheriffs Association (FSA) Contract Number FSA23-EQU21.1. The generator is to be located at the Omar K. Lightfoot Center.

Having a backup generator for the Omar K. Lightfoot Center is critical for protecting the center during power outages. A backup generator ensures continuous operation, helping to prevent environmental contamination, and protect public health. It is a crucial safeguard for maintaining a reliable and sustainable power service.

The cost of this generator is funded in the FY 2026 budget for the amount of \$80,000. The additional cost for the generator in the amount of \$8,488 is due to increased product cost and will be paid for from the Community Investment Tax Fund (CIT).

### Resolution/Ordinance Information:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A BLUE STAR POWER SYSTEMS**

**100KW NATURAL GAS GENERATOR IN THE AMOUNT OF \$88,488 FROM MID FLORIDA DIESEL UTILIZING THE FLORIDA SHERIFF'S CONTRACT FSA23-EQU21.1; APPROVING PAYMENT WITH COMMUNITY INVESTMENT TAX FUNDS (CIT); PROVIDING AN EFFECTIVE DATE.**

**Appropriation Code:**

160-1820-572.64-99

**Requirements:**

Resolution

**Cost:**

**Attachments:**

1. Resolution - Natural Gas Generator
2. Proposal Mid Florida Diesel
3. Florida Sheriffs Contract (1)
4. EQU21.1-Equipment-Extension-Packet (Contract Extension Amendment)
5. Mid Florida Diesel Piggyback Approval
6. Mid Florida Diesel Addendum 2026

## RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE PURCHASE OF A BLUE STAR POWER SYSTEMS 100KW NATURAL GAS GENERATOR IN THE AMOUNT OF \$88,488 FROM MID FLORIDA DIESEL UTILIZING THE FLORIDA SHERIFF'S CONTRACT FSA23-EQU21.1; APPROVING PAYMENT WITH COMMUNITY INVESTMENT TAX FUNDS (CIT); PROVIDING AN EFFECTIVE DATE.**

**Whereas**, the City's Public Works Department seeks to purchase a Blue Star Power Systems 100KW Natural Gas Generator from Mid Florida Diesel that will be utilized in the Omar K. Lightfoot Center; and

**Whereas**, the City's purchase of the Blue Star Power Systems 100KW Natural Gas Generator, in the amount of \$88,488 will utilize the Florida Sheriffs Association (FSA) Contract Number FSA23-EQU21.1; and

**Whereas**, the amount budgeted in the FY 2026 budget is \$80,000 to be paid from account 160-1820-572.64-99; and

**Whereas**, the additional cost of the generator in the amount of \$8,488 is due to the increased product cost and will be paid from account 160-1820-572.64-99 with Community Investment Tax reserves.

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

1. The purchase of a Blue Star Power Systems 100KW Natural Gas Generator from Mid Florida Diesel utilizing FSA Contract Number FSA23-EQU21.1 in the amount of \$88,488, is approved.
2. Payment of the expenditure from the Community Investment Tax (CIT) from Account 160-1820-572.64-99, is approved.
3. This Resolution shall become effective immediately.

**Passed and adopted by the City Council of the City of Temple Terrace, Florida, this 21st day of April, 2026.**

(Corporate Seal)



X

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Andrew Ross, Mayor  
Chair of the City Council

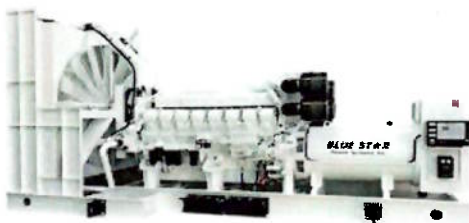
**Attest:**

X

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Lynda Sader  
City Clerk

# MID FLORIDA DIESEL



2215 HIGHWAY 60 EAST  
BARTOW, FL. 33830  
**(863) 519-0107**  
WWW.MIDFLORIDADIESEL.COM

January 23, 2026

## PROPOSAL

For

**100KW Natural Gas Generator**  
**Florida Sheriff Association Bid FSA23-EQU21.1 Item #151**

City of Temple Terrace

ATTN: Ron Solnick

Mid Florida Diesel submits the following proposal for the project: Lightfoot

**Blue Star Power Systems MODEL: (Qty. - 1) GM100-03**

(Quote # 01232026-TB)

**GENERATOR: 100 kW Standby**

**VOLTAGE: 240 volt Three-Phase**

**ENGINE: General Motors 5.7LTCAC EPA 100kW Standby Power Rating at 1800 RPM**

**Standard Features Included:**

Microprocessor based, digital readout control system.

Engine vitals monitored by LCD display: Oil pressure, Running time, Engine temperature, Safety shutdowns (HWT, OC, OS, OP, LWL), Battery voltage, Generator AC voltage, AC amperage, Frequency.

Additional Features: Oil drain extension, Vibration isolation pads, Water heater, Fuel solenoid valve.

**Selected Model Features Included:**

Isochronous Governor + / - .25%

UL2200

EPA Tier III Certified

Stamford UCI274D 12 Lead Wired 240V 3 Phase Delta 125°C Rise Over 40°C Ambient

**CONTROL PANEL: Blue Star DGC-2020 Microprocessor Based Gen-Set Controller**

Mounted Facing Left from Generator End (Unless Specified Otherwise)

Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns

Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch

Optional Features Include: Generator Protection (Undervoltage, Overvoltage, Underfrequency, Overfrequency, Overcurrent), 15 Contact Outputs, RS-485 Communications

**ENCLOSURE: Weather Proof Enclosure-- Level II Steel Enclosure**

Weather Proof Enclosure- Made with 14 Gauge steel with louvered rear opening for air intake and punched side air openings for air intake and silencer is mounted inside

enclosure with exhaust exiting through front sound compartment. Pitched roof for increased structural

integrity and improved watershed. Lockable handles keyed alike with hinged doors

**Accessories:**

Sound Attenuation Foam 1.5"  
200 mph Wind Load Rated

**COOLING SYSTEM:**

Unit Mounted Radiator

**Accessories:**

Low Coolant Level Shutdown

**CIRCUIT BREAKERS:**

350A BREAKER – 240v Thermal Magnetic 80% rated  
Mounted and Wired in a NEMA 1 Enclosure (Qty: (1 per gen)  
Circuit Breaker - UL listed and CSA certified.

**BATTERY:**

Lead Acid Battery

**BLOCK HEATER: 1500W 120VAC**

Standard @ 20 F w/isolation valves

**VIBRATION ISOLATION:**

Vibration Pads Isolator

**BATTERY CHARGER:**

(12 Volt 6 Amp)

**SUB BASE TANK: N/A**

**MUFFLER:**

Critical Grade Muffler –

**Accessories:**

Rain Cap

**MISCELLANEOUS:**

Certified Factory Test  
Manual – One (1) Instruction Manuals  
2 Yr/2000 Hr Standby Limited Warranty  
Test Acceptance Run by Factory Trained Representative (Start Up)

<b>Proposal Summary:</b>	<b>FSA Item #151 Standard Blue Star JD125-02 Bid:</b>	<b>\$47,430.00</b>
	<b>FSA Credit Option-Downgrade to a 90KW NG- Item #151 (Order Code- GM100-03):</b>	<b><u>-\$6,330.00</u></b>
		<b>\$41,100.00*</b>

<b>*ADDER: Item #151 - Level III-Aluminum Enclosure (Order Code: LV-III-AL-30-125):</b>	<b>\$2,880.00</b>
<b>*ADDER: Item #151 - Permanent Magnet (Order Code-PMG):</b>	<b>\$1,640.00</b>
<b>Sub-Total:</b>	<b>\$4,520.00</b>

**ADDER: Item #172 (Order Code 30% discount off List Price)**

<b>*ADDER: NG Fuel Plumbed to Base- Item #151</b>	<b>List Price:</b>	<b>\$850.00</b>
<b>*ADDER: NRG 24 Volt 10 Amp Mounted and Wired - Item #151</b>	<b>List Price:</b>	<b>\$1,510.00</b>
	<b>Sub Total:</b>	<b>\$2,360.00</b>
	<b>(Order Code 30% discount off List Price) Subtract 30%:</b>	<b><u>-\$708.00</u></b>
	<b>Sub-Total Price:</b>	<b>\$1,652.00</b>

**Generator Total Price: \$47,272.00**  
(Tax Not Included)

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**Florida Sheriff Association Bid FSA23-EQU21.1 Item #493**

**ASCO 300 Series AUTOMATIC TRANSFER SWITCH:**

ASCO 300 G Series Poles: 3 600 amp Rated (Qty: 1)  
240Volts, Three-Phase  
Open-transition  
Solid Neutral  
Withstand rating: 200,000 (With Current Limiting  
Fuses), 42,000 (Specific Breaker),N/A (Any Breaker)  
Test Switch  
Manual Bypass of Transfer to Normal TD  
ATS Switch Position Indicating Lights  
Source Available Indicating Lights  
Automatic Engine Exerciser with Load/No Load Selector Switch  
ATS Position Indicating Contacts (1 Normal, 1 Emergency)  
Provisions for Remote Transfer Contact (Peak Shaved) bypassed if Emergency Fails  
In-Phase Monitor for Motor Load Control  
Selective Load Disconnect  
Provisions for Inhibiting Transfer to Emergency  
Time Delay Momentary Outage Override (Normal)  
Time Delay Momentary Outage Override (Emergency)  
Time Delay Transfer to Emergency  
Time Delay Re-transfer to Normal  
Time Delay Engine Cool Down  
WARRANTY - Two (2) Year Basic ATS Standby Limited Warranty  
NEMA: 3R Steel Enclosure (Outdoor Mounting)

**Proposal Summary:**

FSA Item #493- 600 amp Transfer Switch Bid: **\$5,580.00**

\*ADDER: Relay Module- 2 Sets (Normal & Emergency Contacts) Item #493

(Order Code: 18Rx2): **\$750.00**

\*ADDER: Event log/RS 485 enabled/common alarm contact (Order Code: 11BE Bundle):

**\$650.00**

**Sub-Total: \$1,400.00**

**ATS Total Price: \$6,980.00\***  
(Tax Not Included)

**Non-Contractual FSA: Installation of Generator and ATS:**

Price includes providing and installing all materials, labor, supervision and equipment needed to complete the following;

**Installation:**

1. Remove old generator and install new 100kw NG generator on existing pad.

2. To install concrete pad for new 600amp ATS.
3. Remove old ATS and install junction box in place to extend connections to new ATS.
3. New ATS to be fed overhead from junction box to new fused service disconnect and then to ATS.
4. New Disconnect and ATS to be fed overhead from junction box to Disconnect/ ATS with a 12"x12" Nema 3r trough.
5. Includes Aluminum feeders for service and generator feed extensions
6. Extend generator controls to new ATS.
7. Includes stainless steel strut and hardware.
8. Includes county permit if required.
9. Does not include utility fees if required.
10. Test run generator when Natural gas is connected.

**Clarifications:**

1. Natural Gas hookup to be done by city and will be available on day the generator is installed.
2. Mid Florida Diesel does not except responsibility for any damage to sidewalks, irrigation, underground piping, tree removal, etc.

**Price: \$32,840.00**  
(Tax Not Included)

**Non-Contractual FSA: Tariff Surcharges**

Engine Tariff Surcharge:	\$579.00
Other Tariff Surcharge:	\$106.00
Alternator Tariff Surcharge:	<u>\$711.00</u>
	<b>\$1,396.00</b>

**Total Non-Contractual Price: \$34,236.00\***

**Grand Total Price: \$88,488.00**  
(Tax Not Included)

**NOTES:**

1. This proposal is our interpretation of your requirement and includes only the items listed. Should there be other requirements or specifications, we will requote accordingly.
2. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix unless otherwise noted in this quotation.
3. Startup performed upon notification of completed installation by installing contractor.
4. CANCELLATION: Shall be subject to applicable fees but no less than 20% of the purchase price
6. EXCLUSIONS: Fuel, Springs Isolator, Tank, Piping, and Insulation. We have not seen specs.
7. Start Up included in price
8. Freight included in the price.
9. Terms: Net 30-- No retain age without written pre-accepted agreement.

**Note:** \* See attached FSA Bid and Spec sheets

\*\*\*\*\*

Quoted prices do not include Federal, State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.

Quotation Firm for 15 Day(s)  
Delivery Notes: 25-29 Weeks

BY:           *Jim Brown*            
Tim Brown  
Mid Florida Diesel, Inc.



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# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive  
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665  
flsheriffs.org    

## FSA23-EQU21.0: Equipment

### Contract Renewal

**October 1, 2025, through September 30, 2026**

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-EQU21.0 for a one-year term. The contract term will extend from October 1, 2025, through September 30, 2026.

Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at [scarroll@flsheriffs.org](mailto:scarroll@flsheriffs.org).

Name of Authorized Agent (Please Print):

Signature:

E. Alan McCoy

Awarded Vendor Company Name:

Date:

Mid-Florida Diesel, Inc

4/9/2025



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# FLORIDA SHERIFFS ASSOCIATION

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Tallahassee, Florida 32308

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## **Contract Extension Amendment** **Contract FSA23-EQU21.0: Equipment** **Extension Term: October 1, 2025, through September 30, 2026**

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2025, through September 30, 2026. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-EQU21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

### **1.03 TERM OF CONTRACT**

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2025, and end September 30, 2026.

For questions regarding this contract extension, please email Sarrah Carroll at [scarroll@flsheriffs.org](mailto:scarroll@flsheriffs.org).

Sarrah Carroll  
Deputy Executive Director of Administration



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# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308  
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165  
f: (850) 878-8665  
[www.flsheriffs.org](http://www.flsheriffs.org)  

## Notice of Final Award FSA23-EQU21.0: Equipment

Date: October 1, 2023  
To: Bidders and Purchasers  
From: Hugh Oliver, Cooperative Purchasing Program Manger  
Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from October 1, 2023, through September 30, 2025. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.



---

**Re: Piggyback Confirmation**

---

**From** Tim Brown <Tim@midfloridadiesel.com>  
**Date** Thu 4/16/2026 2:39 PM  
**To** Donnell, Nicole <ndonnell@templeterrace.gov>

Yes, that is correct.

**Timothy Brown**

West Coast Generator Sales  
Mid Florida Diesel, Inc  
Cell: 863-347-3943  
Office: 863-519-0107  
[Tim@midfloridadiesel.com](mailto:Tim@midfloridadiesel.com)  
[www.midfloridadiesel.com](http://www.midfloridadiesel.com)



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---

**From:** Donnell, Nicole <ndonnell@templeterrace.gov>  
**Sent:** Thursday, April 16, 2026 12:20 PM  
**To:** Tim Brown <Tim@midfloridadiesel.com>  
**Subject:** Re: Piggyback Confirmation

Good afternoon, Tim,

Following up on this. We are on a tight deadline to get all the documents in today. A response email from you confirming we are piggybacking on the Florida Sheriff's Association contract with the same terms and pricing will be sufficient.

Thank you,  
Nicole Donnell, Esq.

---

**From:** Donnell, Nicole <ndonnell@templeterrace.gov>  
**Sent:** Wednesday, April 15, 2026 5:29 PM

**To:** tim@midfloridadiesel.com <tim@midfloridadiesel.com>

**Subject:** Piggyback Confirmation

Hey Tim,

Thanks for sending over all of the documents and information for the generator contract. Can you confirm that Mid Florida Diesel is okay with the City of Temple Terrace piggybacking on its agreement with the Sheriff's Association and the City will receive the same terms and pricing as the Sheriff's Association?

Thank you,  
Nicole Donnell, Esq.



**ADDENDUM TO MID FLORIDA DIESEL PROPOSAL**  
**FOR NATURAL GAS GENERATOR**

This Addendum (“Addendum”) is between the City of Temple Terrace, Florida (“Customer” or “City”) and Mid Florida Diesel, Inc. (“Provider”), which are the parties hereto (each a “Party” and collectively, “Parties”). The Addendum is made effective as of the date of the Mid Florida Diesel Proposal for Natural Gas Generator (the “Agreement”) is signed to which the Customer and Provider are Parties to.

**I. AGREEMENT MANAGEMENT**

A. Agreement Managers

The Parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement’s terms and conditions and shall serve as liaisons between each Party and the other.

**FOR THE CITY**

Ron Skolnik  
11250 North 56<sup>th</sup> Street  
Temple Terrace, FL 33617  
Telephone: (813) 506 - 6585  
Email: [rskolnik@templeterrace.gov](mailto:rskolnik@templeterrace.gov)

**FOR MID FLORIDA DIESEL, INC.**

Al McCoy  
2215 Hwy. 60 East  
Bartow, FL 33830  
Telephone: (863) 519 - 0107  
Email: [Al@midfloridadiesel.com](mailto:Al@midfloridadiesel.com)

**II. AGREEMENT MODIFICATION**

After execution of the Agreement, modifications to the provisions contained therein, with the exception of Section I., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section I., AGREEMENT MANAGEMENT, will be provided to the other Party in writing and a copy of the written notification shall be maintained by both Parties.



### III. TERMINATION

#### A. Termination At Will

The Agreement may be terminated, in writing, by either Party upon no less than 90 calendar days prior to the end of the term, without cause, unless a lesser time is mutually agreed upon by both Parties. Written notice shall be delivered by certified mail (return receipt requested).

#### B. Termination For Cause

Either Party may terminate the Agreement for failure to comply with the terms of the Agreement. The terminating Party shall provide the other Party with written notice of the failure to comply. The Party failing to comply shall have thirty (30) days following receipt of such notice to cure the failure. If the failure to comply is not cured within thirty (30) days, the terminating Party may terminate the Agreement with 24 hours' written notice.

The Agreement may be terminated with 24 hours' notice by the City for any failure of the Provider to comply with any applicable Florida Law and/or City Ordinance.

### IV. OTHER CONDITIONS

#### A. Americans With Disabilities Act

The Provider shall comply with the Americans With Disabilities Act, 42 U.S.C. 12101, *et seq.* In the event the Provider's noncompliance with the Americans with Disabilities Act, or with any other such applicable laws, the Agreement may be canceled, terminated or suspended, in whole or in part, and the Provider may be declared ineligible for further Agreements with the City.

#### B. Anti-Human Trafficking

Provider must complete and abide by the Anti-Human Trafficking Affidavit, **Attachment A**.

#### C. E-Verify

Provider, and any subcontractors Provider uses to carry out the duties and responsibilities in the Agreement, 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, Provider, and its subcontractors, will comply with section 448.095(2)(c) of Florida Statutes. If applicable, Provider 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.



**D. Force Majeure**

Neither Party shall be liable for loss or damage suffered as a result of any unforeseeable delay or failure in performance under the Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

**E. Jurisdiction and Venue**

The Agreement shall be governed by the laws of the State of Florida. All legal proceedings arising out of or relating to the Agreement shall be brought in the state and federal courts of Florida, Hillsborough County.

**F. Compliance With Laws**

The Provider shall, at all times, comply with all provisions of applicable Federal, State, County and local laws, ordinances, rules and regulations that pertain to the performance of the Services under the Agreement. The Provider's lack of knowledge regarding such legal requirements shall not serve as a basis for relief from responsibility or constitute a defense against the legal effect thereof.

**G. No Third-Party Beneficiaries**

Except as otherwise expressly provided herein, neither this addendum, the Agreement, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of or providing a benefit to, any Party not a signatory hereto.

**H. Notices**

All notices required or permitted by the Agreement shall be given, in writing, and by hand-delivery, email, or certified mail, to the respective addresses of the Agreement Managers as set forth above. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either Party may change the names, addresses, or telephone numbers set forth in Section I. AGREEMENT MANAGEMENT, above by written notice given to the other Party as provided above. However, notwithstanding the foregoing, Provider shall provide day to day operational notices to the City to the contact the City provides in its account dashboard/customer portal with the Provider.



**I. Scrutinized Companies**

1. In executing this Addendum, Provider certifies that it is not listed on the Scrutinized Companies that Boycott Israel List nor is Provider engaged in a boycott of Israel (as defined in section 215.4725, F.S.). Provider agrees, pursuant to section 287.135, F.S. that the City may immediately terminate the Agreement for cause if the Provider 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 Agreement.
2. In executing this Addendum, Provider certifies 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. Provider agrees that the City may terminate the Agreement if Provider 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.

**J. Payment Through PaymentWorks**

The City of Temple Terrace uses a company called PaymentWorks to pay all vendors doing business with the City. PaymentWorks vets all vendors before a contract is signed by management and before any transaction can be approved. PaymentWorks does the following for the City:

- a. Streamlines vendor verification,
- b. Automates vendor onboarding,
- c. Optimizes our payables strategy,
- d. Indemnifies vendor payments for up to \$2million per transaction, protecting the City and the vendor,
- e. Continuously monitors for compliance with state and federal sanctions, W-9's, COI's and bank account changes,
- f. Utilizes a token for ACH/EFT processing so the vendors information is protected. The vendor can still choose to be paid by check.

If you are not currently signed up with PaymentWorks, the City is not able to transact business with you. The City can invite you to PaymentWorks if you do not have an account setup. The invitation will come directly from the PaymentWorks software for you to create your own account and provide your EIN, COI, W-9 and banking information, if applicable. You have the option to choose to receive a check for payments. You must be fully onboarded with PaymentWorks before the City signs a contract or orders any items. Please provide the following information for us to invite you to PaymentWorks:

AR/Payment Contact Name: \_\_\_\_\_

AR/Payment Contact Email: \_\_\_\_\_



**K. Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by the City to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by the City to be sued by third parties in any matter arising out of the Agreement. The parties shall be liable for their own acts and omissions and those of their employees.

**L. Order of Precedence**

Except as otherwise revised pursuant to this Addendum, all terms and provisions of the Agreement will remain in full force and effect. Where terms may contradict the Order of Precedence is as follows:

1. Addendum To Mid Florida Diesel Proposal for Natural Gas Generator
2. Mid Florida Diesel Proposal for Natural Gas Generator

IN WITNESS THEREOF, the Parties have entered into this Contract by their undersigned officials as duly authorized.

**THE CITY OF TEMPLE TERRACE:**

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**MID FLORIDA DIESEL, INC.:**

SIGNATURE OF AUTHORIZED PERSON: E. Alan McCoy

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



ATTACHMENT A

**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.

**MID FLORIDA DIESEL, INC.**, 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: \_\_\_\_\_

Representative/Officers Printed Name: \_\_\_\_\_

Representative/Officer’s Title: \_\_\_\_\_

Signature:           E. Alan McCoy           Date: \_\_\_\_\_

# Item Cover Page

## City Council Item Report

**Date:** April 21, 2026

**From:** Jeannie Barlow, Senior Executive Assistant

**Item Type:** Resolution - Agreement/Contract

**Subject:** Resolution Approving a Piggyback Agreement with Stantec Consulting Services for a Water and Sewer Revenue Sufficiency and Bond Feasibility Analyses

**Presenter:** Carlos Baia, City Manager

### Recommendation:

It is recommended that City Council adopt a resolution approving a piggyback agreement with Stantec Consulting Services for a not-to-exceed amount of \$55,040 for a water and sewer revenue sufficiency and bond feasibility analyses.

### Discussion:

The Federal Environmental Protection Agency (EPA) has dictated that all public drinking water systems must comply with upcoming regulations governing the presence of PFOS and PFOA by 2031.

The City retained the services of engineering consulting firm CHA in 2025 to produce a report and recommendations as to the appropriate methodology to bring the City's Water Utility into compliance with the future EPA regulations. CHA's final report is expected to be presented to City Council at its May 19, 2026 meeting and will include the need for significant infrastructure investment that will exceed the Water Utility's current reserve levels.

Staff will be recommending that this expenditure be primarily funded from a revenue bond. Bond Counsel has advised that water & sewer revenue sufficiency and bond feasibility analyses are required to demonstrate to prospective bond holders the adequate amount of financial backing needed to support the bond repayments.

The City used Stantec Consulting Services, Inc. for its last rate study several years ago. Stantec has a current professional service agreement with the City of Palm Bay for similar financial services that were acquired through Palm Bay's RFP No. 35-0-2022/SZ. We are proposing to piggyback on the Palm Bay agreement. Based on the Palm Bay contract rates, Stantec Consulting Services, Inc. has proposed a not-to-exceed amount of \$55,040 to provide the City of Temple Terrace with the required

revenue sufficiency and bond feasibility analyses needed as part of the revenue bond issuance.

Stantec's current agreement with Palm Bay runs through July of this year. However, Stantec's contract includes an additional one-year extension that Palm Bay has indicated they will exercise (see enclosed email) which, upon execution, will provide Temple Terrace with the necessary term for our agreement.

This expenditure was not previously included in the FY 26 budget and is proposed to be funded using Water and Sewer Fund reserves and paid from the Water and Sewer Fund, Account 410-1921-535.31-99.

**Resolution/Ordinance Information:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING A PIGGYBACK PROFESSIONAL SERVICE AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$55,040 FOR WATER AND SEWER REVENUE SUFFICIENCY AND BOND FEASIBILITY ANALYSES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; APPROVING FUNDING FROM THE WATER AND SEWER FUND RESERVES PAID FROM THE WATER AND SEWER FUND; PROVIDING AN EFFECTIVE DATE.**

**Appropriation Code:**

410-1921-535.31-99.

**Requirements:**

Resolution

**Cost:**

Not to Exceed \$55,040

**Attachments:**

1. Resolution - Stantec
2. Temple\_Terrace\_Stantec\_FY\_26\_rsa\_bond\_feasibility
3. Stantec Piggyback Agreement 2026
4. 35-0-2022 Fully Executed\_001-Palm Bay
5. 35-0-2022 Palm Bay Renewal Amendment #3
6. Palm Bay Approval for Stantec Piggyback
7. Email from Palm Bay re Stantec Extension 2026

## RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING A PIGGYBACK PROFESSIONAL SERVICE AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$55,040 FOR WATER AND SEWER REVENUE SUFFICIENCY AND BOND FEASIBILITY ANALYSES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; APPROVING FUNDING FROM THE WATER AND SEWER FUND RESERVES PAID FROM THE WATER AND SEWER FUND; PROVIDING AN EFFECTIVE DATE.**

**Whereas**, the Federal Environmental Protection Agency (EPA) has dictated that all public drinking water systems must comply with upcoming regulations governing PFOS and PFOA presence by 2031; and

**Whereas**, the City retained the services of consulting firm CHA in 2025 to produce a report and recommendations as to the appropriate methodology to bring the City's Water Utility into compliance with the future EPA regulations; and

**Whereas**, CHA's final report is expected to be presented to City Council at its May 19, 2026 meeting and will include the need for significant infrastructure investment that will exceed the Water Utility's current reserve levels; and

**Whereas**, the City Manager is recommending that the City Council consider the issuance of a revenue bond to fund the proposed capital expenses; and

**Whereas**, water & sewer revenue sufficiency and bond feasibility analyses are required to demonstrate to prospective bond holders the adequate amount of financial backing needed to support the bond repayments; and

**Whereas**, Stantec Consulting Services, Inc. has a current professional service agreement with the City of Palm Bay for like financial services that were acquired through Palm Bay's RFP No. 35-0-2022/SZ; and

**Whereas**, the City of Temple Terrace is proposing to piggyback on the Palm Bay agreement; and

**Whereas**, Stantec Consulting Services, Inc. has proposed a not-to-exceed amount of \$55,040 to provide the City of Temple Terrace with the required revenue sufficiency and bond feasibility analyses needed as part of the revenue bond issuance; and

**Whereas**, this amount is not funded in the FY26 budget; it will be funded using Water and Sewer Fund reserves and paid from the Water and Sewer Fund, Account 410-1921-535.31-99.

**Now, Therefore, Be it Resolved by the City Council of the City of Temple Terrace, that:**

1. The piggyback professional service agreement with Stantec Consulting Services, Inc. for water & sewer revenue sufficiency and bond feasibility analyses for an amount not to exceed \$55,040 is approved.

2. The City Manager is authorized to execute the piggyback professional service agreement.
3. Payment for this expenditure using Water and Sewer Fund reserves and paid from the Water and Sewer Fund, Account 410-1921-535.31-99 is 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 21<sup>st</sup> day of April 2026.**

**(Corporate Seal)**



X

---

Andrew Ross, Mayor  
Chair of the City Council

**Attest:**

X

---

Lynda Sader  
City Clerk



April 13, 2026

**Carlos Baía**  
City of Temple Terrace  
11250 North 56th Street  
Temple Terrace, FL 33617

**Reference: Utility Revenue Sufficiency & Bond Feasibility Analyses**

Dear Mr. Baía:

As requested, Stantec has prepared the attached proposal to conduct Utility Revenue Sufficiency & Bond Feasibility Analyses (Study). The following sections present the proposed scope of services, schedule, and fees for conducting the Study.

Stantec is offering the City of Temple Terrace (City) the terms and hourly rates based on the Palm Bay Agreement RFP #35-0-2022 Utility Rate Study Services – Financial Rate and Management Consultant Services executed on June 27<sup>th</sup>, 2022.

**Project Description**

The Study will include a Water and Sewer Revenue Sufficiency Analysis (RSA), and a Bond Financial Feasibility Analysis.

If the scope of work and terms are acceptable, please indicate by executing the agreement where indicated and return a copy to me for our files.

If you have any questions or would like to discuss this proposal, please do not hesitate to call me at (904) 671-0117. We look forward to being of service to the City on this project.

Very truly yours,

A handwritten signature in black ink, appearing to read "Peter Napoli".

Peter Napoli  
Senior Manager  
peter.napoli@stantec.com  
Stantec Consulting Services Inc.  
777 S. Harbour Island Boulevard, Suite 600  
Tampa FL 33602-5729



In accordance with the Professional Consultant Services Agreement – Financial Rate and Management Consultant Services dated the 27<sup>th</sup> day of June 2022 (“Agreement”) between City of Palm Bay, Florida (“Client”) and Stantec Consulting Services Inc. (“Consultant”) this proposal is issued pursuant to all items and conditions of the Agreement as follows:

### **Scope of Services**

#### **Work Element I – Water & Sewer Revenue Sufficiency Analysis**

The Water and Sewer Revenue Sufficiency Analysis (RSA) will identify the sufficiency of projected revenues from existing rates and fees to cover projected operating and capital costs and identify a recommended plan of rate adjustments as may be required. In addition, the Consultant will prepare a residential bill comparison to the City’s neighboring communities. The RSA will include two virtual work session meetings with City staff to verify that we have understood and accurately reflected the water and sewer flow of funds, reserve policies, budget categories, cost escalation rates, growth assumptions, and other relevant components of the financial plan. Additionally, Stantec will attend an in-person meeting with the City Manager to review the preliminary results. The Study will include an in-person presentation of the results to the City Council, attendance at a public hearing for adoption of proposed rates, and documentation of the results and assumptions in a report.

#### **Work Element II – Bond Feasibility Analysis**

Stantec will issue a financial feasibility report in support of debt expected to be issued by the Utility during 2026. The scope of services also includes preparation of supporting presentation materials for stakeholders relative to the issuance of the debt and participation in meetings with City staff, bond counsel, financial advisor, and other stakeholders regarding the report.

### **Time of Performance**

Stantec proposes to begin immediately upon receipt of a notice-to-proceed from the City and the completion thereof will coincide with the completion of the City’s FY 2027 budget preparation and approval cycle during the spring, summer, and fall of calendar year 2026.

### **Consultant’s Compensation**

I have developed the Project Work Plan and Cost Estimate Schedule (Schedule) that presents a detailed description of the tasks, the estimated labor-hours required, and the total fixed fee to accomplish the analysis. The Schedule is enclosed at the end of this proposal and shows a fixed fee of **\$55,040** inclusive of out-of-pocket expenses.

It is our practice to invoice monthly based upon the percentage of each task completed. To the extent that additional presentations, meetings, analysis, or any other services are requested by the City that are beyond the scope identified in the Scope of Services above, they will be completed based upon the actual time required at the hourly rates identified within the Agreement plus actual out-of-pocket expenses, upon authorization by the City.



All terms and conditions of the Agreement apply and stay unchanged:

**Accepted by City of Temple Terrace, FL:**

**Accepted by Stantec Consulting Services Inc.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

Peter Napoli  
\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

Senior Manager  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

4/13/2026  
\_\_\_\_\_  
*Date*





**City of Temple Terrace, Florida**  
Project Work Plan and Cost Estimate Schedule

Project Tasks	Estimated Labor-Hours					Total Project
	Director	Quality Control	Senior Manager	Senior Consultant	Project Admin	
Hourly Rates →	\$350	\$260	\$250	\$195	\$90	
<b>Work Element I: Water &amp; Sewer Utility Revenue Sufficiency Analysis</b>						
<b>Task 1 Project Initiation &amp; Data Collection</b>						
1.1 Prepare initial data request list and detailed critical path schedule. Perform job set-up and project management activities.	1	1	2	1	5	10
1.2 Compile and review historical, current, and projected financial, billing, and other system data as provided by staff.	0	0	1	2	0	3
<b>Task 2 Conduct a Revenue Sufficiency Analysis and Develop a Ten-Year Financial Management Plan</b>						
2.1 Review current and historical financial data (including actual revenues, expenses, and fund balances), water and wastewater systems configuration, YTD customer billing statistics, capital improvement programs and other relevant information to update understanding of the current water and wastewater utility systems.	0	0	2	4	0	6
2.2 Verify and input current financial and billing data into Stantec's proprietary FAMS model, run the model and produce preliminary output, including a ten year financial management program.	1	0	8	20	0	29
2.3 Quality control review including reconciliation to prior study results.	0	3	0	0	0	3
2.4 Review results with consulting team, make adjustments, and create alternatives scenarios of rate adjustments and CIP spending.	1	0	2	3	0	6
2.5 Conduct and compile a typical water & wastewater residential bill comparison with neighboring and local communities.	0	0	1	3	0	4
2.6 Conduct an interactive review session with City staff to review the preliminary results of the ten year projection of revenue sufficiency of the water and wastewater enterprise fund. [Virtual Meeting]	3	0	3	3	0	9
2.7 Make adjustments based upon input from City staff and prepare assumptions & preliminary results workbook.	0	1	2	4	0	7
2.8 Conduct a second interactive review session with City staff to review the adjusted results of the ten year projection of revenue sufficiency of the water and wastewater enterprise fund and make any final adjustments. [Virtual Meeting]	3	0	3	3	0	9
2.9 Prepare updated results/assumptions workbook.	0	0	1	2	0	3
<b>Task 3 Presentations</b>						
3.1 Present results to City Manager and make necessary modifications to analysis.	3	0	3	3	0	9
3.2 Prepare a PowerPoint presentation to present the results of the Study to City Council.	1	1	2	2	0	6
3.3 Review the draft presentation with the City Manager and perform final adjustments.	1	0	1	1	0	3
3.4 Prepare for and present the results of the Study to the City Council in one Council workshop/meeting.	3	0	3	0	0	6
3.5 Prepare additional scenarios and/or make adjustments to analysis based upon City Council input.	1	0	1	2	0	4
<b>Task 4 Reports</b>						
4.1 Prepare a Draft Report to document the results of the Study.	1	2	4	6	0	13
4.2 Make adjustments based upon input from City staff and prepare the Final Report and updated PPT for Council.	1	0	3	3	0	7
4.3 Attend one public hearing for consideration of adoption of the recommended rates.	3	0	3	0	0	6
4.4 Attend additional presentations to the City Council and/or rate hearings.						
	At Hourly Rates as Required					
<b>Total Estimated Labor Hours</b>	<b>23</b>	<b>8</b>	<b>45</b>	<b>62</b>	<b>5</b>	<b>143</b>
<b>Total Fee</b>	<b>\$8,050</b>	<b>\$2,080</b>	<b>\$11,250</b>	<b>\$12,090</b>	<b>\$450</b>	<b>\$33,920</b>
<b>Total Estimated Expenses</b>						<b>\$400</b>
<b>Total Work Element I: Water &amp; Sewer Utility Revenue Sufficiency Analysis</b>						<b>\$34,320</b>
<b>Work Element II: Bond Financial Feasibility Analysis</b>						
<b>Task 1 Preparation of Bond Feasibility Report</b>						
1.1 Prepare additional historical consolidated schedules and other exhibits as identified for inclusion in the Bond Financial Feasibility Report.	0	1	2	4	0	7
1.2 Prepare a Draft of the Bond Feasibility Report and distribute to City Staff and Financial Advisor.	2	4	4	8	1	19
1.3 Perform adjustments and distribute up to 3 versions of a Revised Draft(s) of the Bond Financial Feasibility Report.	1	2	2	6	1	12
1.4 Make adjustments as required to the Bond Feasibility Report and prepare a Final Bond Financial Feasibility Report.	1	1	1	2	0	5
<b>Task 2 Participation in Discussions &amp; Presentations</b>						
2.1 Virtual meeting with Utility Personnel and Financial Advisor to discuss content of System Description, sources of information, and prior/sample feasibility reports.	2	0	2	2	0	6
2.2 Conduct up to 3 virtual meetings with City Staff and Financial Advisor to discuss drafts of Feasibility Report.	3	0	3	3	0	9
2.3 Prepare supporting presentation materials for meetings with key stakeholders.	2	0	2	2	0	6
2.4 Participate in virtual meeting with bond counsel, financial advisor and underwriters to discuss Bond Feasibility Report.	3	0	3	3	0	9
2.5 Support developing presentation material for credit rating and assisting with responses to rating agency questions.	3	2	4	2	0	11
<b>Total Estimated Labor Hours</b>	<b>17</b>	<b>10</b>	<b>23</b>	<b>32</b>	<b>2</b>	<b>84</b>
<b>Total Fee</b>	<b>\$5,950</b>	<b>\$2,600</b>	<b>\$5,750</b>	<b>\$6,240</b>	<b>\$180</b>	<b>\$20,720</b>
<b>Total Estimated Expenses</b>						<b>\$0</b>
<b>Total Work Element II: Bond Financial Feasibility Analysis</b>						<b>\$20,720</b>
<b>Total Fee (Work Elements I - II)</b>						<b>\$55,040</b>



Attachment

Independent Municipal Advisor Exemption

April 9, 2026

City of Temple Terrace, Florida is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission and the "independent municipal advisor" exemption from the definition of "advice." City of Temple Terrace, Florida hereby notifies Stantec Consulting Services Inc. that it wishes them to continue to provide recommendations on user fees and financial forecasting related to the issuance of municipal securities. City of Temple Terrace, Florida is represented by the firm of \_\_\_\_\_, which it has retained to, among other things, assist City of Temple Terrace, Florida in evaluating any and all of such recommendations. City of Temple Terrace, Florida will rely on \_\_\_\_\_ for advice. **Therefore, City of Temple Terrace, Florida understands that Stantec Consulting Services Inc. is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities and Exchange Act.** This certificate may be relied upon until March 11, 2027. Stantec Consulting Services Inc. understands that it must also send a copy of this certificate to the \_\_\_\_\_.





**PIGGYBACK AGREEMENT FOR STANTEC CONSULTING SERVICES, INC.**

THIS PIGGYBACK AGREEMENT (“Agreement”) is entered into as of the 22nd day of April 2026, by and between the **City of Temple Terrace** (the “City”), a municipality organized and existing under the Laws of the State of Florida, whose address is 11250 North 56<sup>th</sup> Street, Temple Terrace, Florida 33617, and **Stantec Consulting Services, Inc.**, whose address is 777 South Harbor Island Blvd., Suite 600, Tampa, FL 33602 (FEIN 11-2167170) (the “Contractor”), collectively the “Parties”.

**WHEREAS**, Chapter 2004-466, Laws of Florida, as amended by Chapter 2012-239, Laws of Florida, authorizes public bodies operating in Hillsborough County to purchase goods and services from contracts entered into by other federal, state, local governmental entities and certain tax-exempt organizations under the same terms of the Contract submitted to said entity or organization, providing that the contract was procured in compliance with the procuring entity’s or organization’s laws, rules, regulations or ordinances and was issued using full and open competition; and

**WHEREAS**, the City requires the services of a contractor who can provide Financial Rate and Management Consultant Services for ongoing and as-needed professional financial analysis and related services ; and

**WHEREAS**, the Contractor has contracted with the **City of Palm Bay, Florida 32907, a municipal corporation and political subdivision of the State of Florida** pursuant to **RFP No. 35-0-2022/SZ** (the “Palm Bay Agreement”); and

**WHEREAS**, the City and the Contractor have determined that the Palm Bay Agreement is an acceptable contract upon which the City and the Contractor may establish this Piggyback Agreement; and

**WHEREAS** the Contractor has provided a letter honoring the terms and conditions of the Palm Bay Agreement. **Attachment A.**

**NOW, THEREFORE**, in consideration of the promises contained herein, the Parties hereby agree, as follows:

1. **Recitals.** The above stated recitals are true and correct.



2. **Terms and Conditions; Conflict.** Except as otherwise stated herein, the terms and conditions of the Palm Bay Agreement shall form the basis of this Piggyback Agreement, with the City having the rights, duties, and obligations of the City of Palm Bay Florida thereunder. Contractor hereby agrees to provide such services to the City under the same price(s), terms and conditions as set forth in the Palm Bay Agreement. A true and correct copy of the Palm Bay Agreement is attached and made part hereof as **Attachment “B”**. All references of the City of Palm Bay in the Palm Bay Agreement shall be assumed to pertain to and are binding upon the City of Temple Terrace. If any provision of this Piggyback Agreement conflicts with any provision of the Palm Bay Agreement, then the terms, conditions, and provisions of this Piggyback Agreement shall control.

3. **Supplemental Terms and Conditions.** The terms and conditions of the Palm Bay Agreement are modified or supplemented, as follows:

a. **Compensation.** Section 6 – Payment and Partial Payments is amended to include payment information:

Invoices shall be submitted to:

City of Temple Terrace  
Attn: Purchasing and Finance Department  
11250 N. 56<sup>th</sup> Street,  
Temple Terrace, FL 33617  
[ap@templeterrace.gov](mailto:ap@templeterrace.gov)

The City of Temple Terrace uses a company called PaymentWorks to pay all vendors doing business with the City. PaymentWorks vets all vendors before a contract is signed by management and before any transaction can be approved. PaymentWorks does the following for the City:

1. Streamlines vendor verification,
2. Automates vendor onboarding,
3. Optimizes our payables strategy,



4. Indemnifies vendor payments for up to \$2million per transaction, protecting the City and the vendor,
5. Continuously monitors for compliance with state and federal sanctions, W-9's, COI's and bank account changes,
6. Utilizes a token for ACH/EFT processing so the vendors information is protected. The vendor can still choose to be paid by check.

If you are not currently signed up with PaymentWorks, the City is not able to transact business with you. The City can invite you to PaymentWorks if you do not have an account setup. The invitation will come directly from the PaymentWorks software for you to create your own account and provide your EIN, COI, W-9 and banking information, if applicable. You have the option to choose to receive a check for payments. You must be fully onboarded with PaymentWorks before the City signs a contract or orders any items. Please provide the following information for us to invite you to PaymentWorks:

AR/Payment Contact Name: Emily Lambert  
AR/Payment Contact Email: Emily.Lambert@stantec.com

- b. **Notices.** Section 12 – Notices of the Palm Bay Agreement is amended as to the contact information:

The City's Representative will be:

Jim Ingram  
Finance Director  
11250 56<sup>th</sup> Street  
Temple Terrace, FL 33617  
813.506.6414  
[jingram@templeterrace.gov](mailto:jingram@templeterrace.gov)

With Copies To:  
City Manager  
11250 56<sup>th</sup> Street, Temple Terrace, FL 33617



- c. **Term.** Section 17 – Duration Agreement is amended in its entirety as follows:

The term of this Agreement shall commence on the date this Agreement is entered into and, unless sooner terminated as stated herein, shall continue until July 16, 2026, subject to appropriation of City funding for the then current fiscal year, and pursuant to the initial term of the Palm Bay Agreement (12 months) and its subsequent renewal terms (36 months). The City and Contractor may extend this Piggyback Agreement pursuant to renewal terms between the City of Palm Bay and Contractor.

- d. **Public Records.** Section 14 – Public Records is amended as to the contact information:

Custodian of Records at the City of Temple Terrace  
813.506.6440  
Legislative@templeterrace.gov  
11250 N. 56th Street,  
Temple Terrace, FL 33617

- e. **Jurisdiction, Venue, Waiver.** Section 31 – Other Provisions, Subsection D., is amended as to the Venue:

Venue for any court action arising out of this Agreement shall be in Hillsborough County.

- f. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City Manager, and Contractor.

- g. **Anti-Human Trafficking.** Provider must complete and abide by the Anti-Human Trafficking Affidavit, **Attachment C**.



IN WITNESS THEREOF, the Parties have entered into this Contract by their undersigned officials as duly authorized:

**THE CITY OF TEMPLE TERRACE:**

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STANTEC CONSULTING SERVICES, INC.:**

SIGNATURE OF AUTHORIZED PERSON: Peter Napoli \_\_\_\_\_

PRINT NAME: Peter Napoli \_\_\_\_\_

TITLE: Senior Manager \_\_\_\_\_

DATE: 4/16/2026 \_\_\_\_\_

## ATTACHMENT A



April 13, 2026

**Carlos Baía**

City of Temple Terrace  
11250 North 56th Street  
Temple Terrace, FL 33617

**Reference: Utility Revenue Sufficiency & Bond Feasibility Analyses**

Dear Mr. Baía:

As requested, Stantec has prepared the attached proposal to conduct Utility Revenue Sufficiency & Bond Feasibility Analyses (Study). The following sections present the proposed scope of services, schedule, and fees for conducting the Study.

Stantec is offering the City of Temple Terrace (City) the terms and hourly rates based on the Palm Bay Agreement RFP #35-0-2022 Utility Rate Study Services – Financial Rate and Management Consultant Services executed on June 27<sup>th</sup>, 2022.

**Project Description**

The Study will include a Water and Sewer Revenue Sufficiency Analysis (RSA), and a Bond Financial Feasibility Analysis.

If the scope of work and terms are acceptable, please indicate by executing the agreement where indicated and return a copy to me for our files.

If you have any questions or would like to discuss this proposal, please do not hesitate to call me at (904) 671-0117. We look forward to being of service to the City on this project.

Very truly yours,

A handwritten signature in black ink, appearing to read "Peter Napoli".

Peter Napoli  
Senior Manager  
peter.napoli@stantec.com  
Stantec Consulting Services Inc.  
777 S. Harbour Island Boulevard, Suite 600  
Tampa FL 33602-5729



In accordance with the Professional Consultant Services Agreement – Financial Rate and Management Consultant Services dated the 27<sup>th</sup> day of June 2022 (“Agreement”) between City of Palm Bay, Florida (“Client”) and Stantec Consulting Services Inc. (“Consultant”) this proposal is issued pursuant to all items and conditions of the Agreement as follows:

### **Scope of Services**

#### **Work Element I – Water & Sewer Revenue Sufficiency Analysis**

The Water and Sewer Revenue Sufficiency Analysis (RSA) will identify the sufficiency of projected revenues from existing rates and fees to cover projected operating and capital costs and identify a recommended plan of rate adjustments as may be required. In addition, the Consultant will prepare a residential bill comparison to the City’s neighboring communities. The RSA will include two virtual work session meetings with City staff to verify that we have understood and accurately reflected the water and sewer flow of funds, reserve policies, budget categories, cost escalation rates, growth assumptions, and other relevant components of the financial plan. Additionally, Stantec will attend an in-person meeting with the City Manager to review the preliminary results. The Study will include an in-person presentation of the results to the City Council, attendance at a public hearing for adoption of proposed rates, and documentation of the results and assumptions in a report.

#### **Work Element II – Bond Feasibility Analysis**

Stantec will issue a financial feasibility report in support of debt expected to be issued by the Utility during 2026. The scope of services also includes preparation of supporting presentation materials for stakeholders relative to the issuance of the debt and participation in meetings with City staff, bond counsel, financial advisor, and other stakeholders regarding the report.

### **Time of Performance**

Stantec proposes to begin immediately upon receipt of a notice-to-proceed from the City and the completion thereof will coincide with the completion of the City’s FY 2027 budget preparation and approval cycle during the spring, summer, and fall of calendar year 2026.

### **Consultant’s Compensation**

I have developed the Project Work Plan and Cost Estimate Schedule (Schedule) that presents a detailed description of the tasks, the estimated labor-hours required, and the total fixed fee to accomplish the analysis. The Schedule is enclosed at the end of this proposal and shows a fixed fee of **\$55,040** inclusive of out-of-pocket expenses.

It is our practice to invoice monthly based upon the percentage of each task completed. To the extent that additional presentations, meetings, analysis, or any other services are requested by the City that are beyond the scope identified in the Scope of Services above, they will be completed based upon the actual time required at the hourly rates identified within the Agreement plus actual out-of-pocket expenses, upon authorization by the City.



All terms and conditions of the Agreement apply and stay unchanged:

**Accepted by City of Temple Terrace, FL:**

**Accepted by Stantec Consulting Services Inc.**

Napoli, Peter

Digitally signed by Napoli,  
Peter  
Date: 2026.04.13 15:47:36  
-04'00'

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
Peter Napoli  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
Senior Manager  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
4/13/2026  
*Date*





**City of Temple Terrace, Florida**  
Project Work Plan and Cost Estimate Schedule

Project Tasks	Estimated Labor-Hours					Total Project
	Director	Quality Control	Senior Manager	Senior Consultant	Project Admin	
Hourly Rates →	\$350	\$260	\$250	\$195	\$90	
<b>Work Element I: Water &amp; Sewer Utility Revenue Sufficiency Analysis</b>						
<b>Task 1 Project Initiation &amp; Data Collection</b>						
1.1 Prepare initial data request list and detailed critical path schedule. Perform job set-up and project management activities.	1	1	2	1	5	10
1.2 Compile and review historical, current, and projected financial, billing, and other system data as provided by staff.	0	0	1	2	0	3
<b>Task 2 Conduct a Revenue Sufficiency Analysis and Develop a Ten-Year Financial Management Plan</b>						
2.1 Review current and historical financial data (including actual revenues, expenses, and fund balances), water and wastewater systems configuration, YTD customer billing statistics, capital improvement programs and other relevant information to update understanding of the current water and wastewater utility systems.	0	0	2	4	0	6
2.2 Verify and input current financial and billing data into Stantec's proprietary FAMS model, run the model and produce preliminary output, including a ten year financial management program.	1	0	8	20	0	29
2.3 Quality control review including reconciliation to prior study results.	0	3	0	0	0	3
2.4 Review results with consulting team, make adjustments, and create alternatives scenarios of rate adjustments and CIP spending.	1	0	2	3	0	6
2.5 Conduct and compile a typical water & wastewater residential bill comparison with neighboring and local communities.	0	0	1	3	0	4
2.6 Conduct an interactive review session with City staff to review the preliminary results of the ten year projection of revenue sufficiency of the water and wastewater enterprise fund. [Virtual Meeting]	3	0	3	3	0	9
2.7 Make adjustments based upon input from City staff and prepare assumptions & preliminary results workbook.	0	1	2	4	0	7
2.8 Conduct a second interactive review session with City staff to review the adjusted results of the ten year projection of revenue sufficiency of the water and wastewater enterprise fund and make any final adjustments. [Virtual Meeting]	3	0	3	3	0	9
2.9 Prepare updated results/assumptions workbook.	0	0	1	2	0	3
<b>Task 3 Presentations</b>						
3.1 Present results to City Manager and make necessary modifications to analysis.	3	0	3	3	0	9
3.2 Prepare a PowerPoint presentation to present the results of the Study to City Council.	1	1	2	2	0	6
3.3 Review the draft presentation with the City Manager and perform final adjustments.	1	0	1	1	0	3
3.4 Prepare for and present the results of the Study to the City Council in one Council workshop/meeting.	3	0	3	0	0	6
3.5 Prepare additional scenarios and/or make adjustments to analysis based upon City Council input.	1	0	1	2	0	4
<b>Task 4 Reports</b>						
4.1 Prepare a Draft Report to document the results of the Study.	1	2	4	6	0	13
4.2 Make adjustments based upon input from City staff and prepare the Final Report and updated PPT for Council.	1	0	3	3	0	7
4.3 Attend one public hearing for consideration of adoption of the recommended rates.	3	0	3	0	0	6
4.4 Attend additional presentations to the City Council and/or rate hearings.						
	At Hourly Rates as Required					
<b>Total Estimated Labor Hours</b>	<b>23</b>	<b>8</b>	<b>45</b>	<b>62</b>	<b>5</b>	<b>143</b>
<b>Total Fee</b>	<b>\$8,050</b>	<b>\$2,080</b>	<b>\$11,250</b>	<b>\$12,090</b>	<b>\$450</b>	<b>\$33,920</b>
<b>Total Estimated Expenses</b>						<b>\$400</b>
<b>Total Work Element I: Water &amp; Sewer Utility Revenue Sufficiency Analysis</b>						<b>\$34,320</b>
<b>Work Element II: Bond Financial Feasibility Analysis</b>						
<b>Task 1 Preparation of Bond Feasibility Report</b>						
1.1 Prepare additional historical consolidated schedules and other exhibits as identified for inclusion in the Bond Financial Feasibility Report.	0	1	2	4	0	7
1.2 Prepare a Draft of the Bond Feasibility Report and distribute to City Staff and Financial Advisor.	2	4	4	8	1	19
1.3 Perform adjustments and distribute up to 3 versions of a Revised Draft(s) of the Bond Financial Feasibility Report.	1	2	2	6	1	12
1.4 Make adjustments as required to the Bond Feasibility Report and prepare a Final Bond Financial Feasibility Report.	1	1	1	2	0	5
<b>Task 2 Participation in Discussions &amp; Presentations</b>						
2.1 Virtual meeting with Utility Personnel and Financial Advisor to discuss content of System Description, sources of information, and prior/sample feasibility reports.	2	0	2	2	0	6
2.2 Conduct up to 3 virtual meetings with City Staff and Financial Advisor to discuss drafts of Feasibility Report.	3	0	3	3	0	9
2.3 Prepare supporting presentation materials for meetings with key stakeholders.	2	0	2	2	0	6
2.4 Participate in virtual meeting with bond counsel, financial advisor and underwriters to discuss Bond Feasibility Report.	3	0	3	3	0	9
2.5 Support developing presentation material for credit rating and assisting with responses to rating agency questions.	3	2	4	2	0	11
<b>Total Estimated Labor Hours</b>	<b>17</b>	<b>10</b>	<b>23</b>	<b>32</b>	<b>2</b>	<b>84</b>
<b>Total Fee</b>	<b>\$5,950</b>	<b>\$2,600</b>	<b>\$5,750</b>	<b>\$6,240</b>	<b>\$180</b>	<b>\$20,720</b>
<b>Total Estimated Expenses</b>						<b>\$0</b>
<b>Total Work Element II: Bond Financial Feasibility Analysis</b>						<b>\$20,720</b>
<b>Total Fee (Work Elements I - II)</b>						<b>\$55,040</b>



Attachment

Independent Municipal Advisor Exemption

April 9, 2026

City of Temple Terrace, Florida is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission and the "independent municipal advisor" exemption from the definition of "advice." City of Temple Terrace, Florida hereby notifies Stantec Consulting Services Inc. that it wishes them to continue to provide recommendations on user fees and financial forecasting related to the issuance of municipal securities. City of Temple Terrace, Florida is represented by the firm of \_\_\_\_\_, which it has retained to, among other things, assist City of Temple Terrace, Florida in evaluating any and all of such recommendations. City of Temple Terrace, Florida will rely on \_\_\_\_\_ for advice.

**Therefore, City of Temple Terrace, Florida understands that Stantec Consulting Services Inc. is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities and Exchange Act.** This certificate may be relied upon until March 11, 2027. Stantec Consulting Services Inc. understands that it must also send a copy of this certificate to the

\_\_\_\_\_.



## ATTACHMENT B

### **PROFESSIONAL SERVICE AGREEMENT FOR RFP NO. 35-0-2022/SZ FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES**

This is an agreement entered into this 27 day of June 2022, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907 a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as CITY and Stantec Consulting Services, Inc., 777 South Harbour Island Blvd, Suite 600, Tampa, FL 33602, (FEIN 11-2167170), hereinafter referred to as CONSULTANT. For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the CITY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

#### **SECTION 1 - GENERAL IDENTIFICATION OF SERVICES**

The following documents are incorporated and made part of this Agreement:

- A. Specifications prepared by CITY in its Request for Proposals No. 35-0-2022, Financial Rate and Management Consultant Services, (Exhibit 1).
- B. Proposal Submittal for CITY prepared by CONSULTANT dated April 29, 2022, (Exhibit 2).
- C. Attachment A – Consultant's Rate and Fee Schedule
- D. Attachment B – Individual Statement of Work, Task Orders, incorporated by reference as executed by both parties.

All exhibits may also be collectively referred to as the "Documents." In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

1. Specific direction from City Manager or designee
2. This Agreement and any attachments.
3. Exhibit 1
4. Exhibit 2

All professional services provided by the CONSULTANT for the CITY shall be identified as described in Attachment A and as further defined in Attachment B. No additional work shall be performed under this Agreement without written authorization from the City. The written authorization for additional services shall constitute an addendum to this Agreement.

#### **SECTION 2 - CITY OBLIGATIONS**

The CITY agrees that they shall furnish to the CONSULTANT, upon request, any data available in the CITY'S files pertaining to the work to be performed under this Agreement.

#### **SECTION 3 - PROFESSIONAL SERVICES**

CONSULTANT agrees to perform professional services associated with Exhibit "1" in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices. The CONSULTANT agrees to, without causing any delay in the project, correct any errors, oversights, or omissions and prepare any revisions at no cost to the City, that may be required because the work violates accepted professional standards and practices or if deemed to be inadequate, insufficient, or defective. This remedy shall be cumulative to all other remedies available under the Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Provide services to comply with Work as specified in Exhibit 1 to include, but in no way limited to: FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES
- B. Maintain an adequate staff of qualified personnel.
- C. Comply with federal, state, county and local laws or ordinances applicable to the work.
- D. Cooperate fully with the CITY in the scheduling and coordination of all phases of the work.
- E. Supervise and coordinate the work of any subconsultants.
- F. Cooperate and coordinate with other CITY consultants, as directed by the CITY.
- G. Report the status of the work to the CITY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the CITY or its authorized agent at any time.
- H. Submit for CITY review all data representative of the work's progress at the percentage stages of completion that may be stipulated in Attachment(s) B and submit for CITY approval the final work product upon incorporation of any modifications requested by the CITY during any previous review. Any CITY approval of the CONSULTANT'S work shall not be deemed to diminish the CONSULTANT'S responsibilities as set forth in this Agreement.
- I. Confer with the CITY during the further development and implementation of improvements for which the CONSULTANT has provided services.
- J. Interpret plans and other documents, correct errors and omissions and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost to the City.

The CITY shall make decisions on all issues regarding interpretation of the documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from CONSULTANT, and the CITY shall have the absolute and undisputed authority to decide any differences or conflicts between the CONSULTANT and the City, and shall check and approve draft documents, schedules, meeting notices, publications, and other submissions for conformance with the concept of each Project.

It is specifically agreed that any change to the work identified as an error on the part of CONSULTANT shall be considered to be an additional cost to CITY that would not have been incurred without the error. The recovery of additional costs to CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages, which CITY may otherwise incur.

#### **SECTION 4 - TIME OF COMPLETION**

The services rendered by the CONSULTANT shall commence as specified in Section 7 of this agreement and shall be completed within the time stated in Attachment(s) B.

A reasonable extension of time shall be granted by the CONSULTANT in the event there is a delay on the part of the CITY in fulfilling its part of the Agreement or should weather conditions, acts of God, any force majeure, or hidden conditions delay performance of the CONSULTANT's or the CITY's duties. Extensions of time shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation for direct costs associated with such delay; CONSULTANT agrees that it will not be entitled to any damages or any claim for extra compensation for consequential damages of any type whatsoever for any such extensions including but not limited to damages and compensation for any direct or indirect financial damages, losses for extended corporate overhead impacted, extended project overhead impacts, project support, services, or by any other name or other legal concept, label or theory or any business damages or losses of whatever type or nature and CONSULTANT hereby knowingly waives any right to make any such claim or claims and acknowledges additional good and valuable consideration for such waiver and lack of entitlement to such damages, losses and compensation.

CITY shall be entitled to withhold progress payments from CONSULTANT for services rendered until completion of CONSULTANT's services to CITY's satisfaction.

Any delay due to a force majeure, shall not subject CITY to any liability to CONSULTANT. At CITY's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance and services not performed by CONSULTANT shall be made or performed during such extension, or the time to perform the services not performed shall be extended for a period equal to such delay. During this period such delay shall not constitute a delay by CONSULTANT.

### **SECTION 5 - COMPENSATION**

The CITY agrees to pay CONSULTANT for services rendered pursuant to this Agreement, all fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in Attachment A, Hourly Rate Schedule, Attachment(s) B, and in accordance with a City issued Purchase Order:

- A. Rate & Fee Schedule – the CONSULTANT shall be compensated at the attached Rate & Fee Schedule (Attachment A) for each hour of time engaged directly in the work.
- B. Lump Sum Fee – At the option of the CITY, the fee for any requested portions of work may be lump sum if mutually agreed upon by the CITY and the CONSULTANT, stated in a written Scope of Services Task Order and referenced in the issued Purchase Order.
- C. Reimbursable Expenses – The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for CONSULTANT services, provided such expenditures are previously and expressly authorized by the CITY in writing. All basic reimbursable costs including reproduction, deliverables, and travel should be included in any proposed Attachment(s) B. Other requests for reimbursable expenses must be brought to the attention and approved by the CITY before the work is performed. If authorized by the CITY in advance in writing and upon receipt of satisfactory back-up materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses may include:
  1. Travel, Lodging and Meals, provided travel occurs in coach class and lodging and meals do not exceed the Domestic Per Diem rates listed in the current edition Appendix "A" of Chapter 301 of the Federal Travel Regulations.
  2. Courier Services.
  3. Photocopies (\$.0.15 per page).
  4. Long Distance and Conference Telephone Charges.
  5. 3<sup>rd</sup> Party expenses, such as printing, incurred on behalf of CITY.
  6. Other expenses approved by CITY in writing prior to the time CONSULTANT incurs such expenses.
- D. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the CITY. Any proposed changes in rates by the CONSULTANT shall be subject to the prior written approval of the CITY. In the event the CONSULTANT requests a change in rate, either party may terminate this Agreement in accordance with Section 15 should the proposed rates or fees not be mutually acceptable. If the CONSULTANT fails to request a rate adjustment prior to the anniversary date, the previous year's rates shall remain in effect.

### **SECTION 6 - PAYMENT AND PARTIAL PAYMENTS**

Subject to the CITY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the CITY may make monthly payments or partial payments to the

CONSULTANT for all authorized work performed during the previous calendar month, and in accordance with Attachment A, B and C (and other Scope of Services Task Orders) and under the provisions of Chapter 218, Part VII, (Local Government Prompt Payment Act), Florida Statutes. City shall promptly pay consultant any undisputed amounts consistent with the Local Government Prompt Payment Act.

- A. The CONSULTANT shall submit signed invoices to the CITY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized reimbursable expense, accompanied by appropriate documentation.
- C. Invoices for the work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment A.

#### **SECTION 7 - SCHEDULE OF WORK**

The CITY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. Should a work revision effect a change in scope, cost or schedule of the work, the CONSULTANT shall submit such revision(s) for review and, if warranted, approval by the CITY in writing.

The CONSULTANT shall commence work within five working days of the issuance of the Purchase Order and executed Attachment B unless otherwise specified in Attachment B.

#### **SECTION 8 - RIGHT OF DECISIONS**

All services by the CONSULTANT shall be performed in accordance with all professional standards and practices and to the reasonable requirements of the CITY. The CITY shall make all decisions on all claims, questions and disputes arising under this Agreement. In the event the CONSULTANT does not concur with any decision of the CITY, it must, within thirty (30) days after determination by the CITY, unless such time is extended in writing by CITY, present written objections to the decision to the Chief Procurement Officer (CPO) or her/his designee for resolution. Before taking any action to contest the CITY's determination in a court of competent jurisdiction, the CONSULTANT must follow the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the time deadline set forth in this paragraph; failure to do so will result in making the CITY's decision final. During any appeal of, or objection to, the CITY's decision, CONSULTANT shall continue to perform all work in accordance with professional standards and practices and the requirements of this Agreement.

#### **SECTION 9 - OWNERSHIP OF DOCUMENTS**

All reports, tracings, plans, maps, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the sole property of the CITY without restrictions or limitation upon the CITY's use and shall be made available by the CONSULTANT at any time upon request by the CITY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the CITY for its use.

CONSULTANT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes, should it apply.

It is further understood that any report, tracing, plan, map or other work product, without limitation, given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY, shall be returned to CITY, and shall not be used by CONSULTANT for any other purpose without the written consent of the Chief Procurement Officer (CPO).

However, should CITY utilize the work product in connection with a project upon which CONSULTANT is not retained by CITY, CITY shall accept all responsibility for such utilization to the

extent provided by law. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney fees, investigative costs, expert fees, suit costs or prejudgment interest.

#### **SECTION 10 - COURT APPEARANCE, CONFERENCES AND HEARINGS**

This Agreement shall obligate CONSULTANT to prepare for and appear in litigation on behalf of CITY involving any dispute arising out of any work performed or services provided out of this Agreement all at no cost to the City. CONSULTANT shall also confer with CITY, its attorneys and experts, during the performance of the Services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, all at no cost to the CITY. Work by CONSULTANT, as a result of litigation, beyond the scope of the original work shall be considered an additional service that shall be paid in accordance with Section 5 of this Agreement.

#### **SECTION 11 - REUSE OF DOCUMENTS**

The CONSULTANT may not retain, reuse and/or copy data or work products developed by the CONSULTANT for the CITY without express written permission of the Chief Procurement Officer (CPO). The CONSULTANT will upon request provide the CITY additional copies of reports, tracings, plans, maps, and/or other work products produced pursuant to this Agreement at the cost for reproduction and not for the cost of labor.

#### **SECTION 12 - NOTICES**

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when posted by certified mail or delivered in person to the CITY.

The CITY'S representative will be: Christopher A. Little, P.E.  
Utilities Director  
250 Osmosis Dr SE  
Palm Bay, FL 32909

With Copies to:

Chief Procurement Officer and  
120 Malabar Road, SE  
Palm Bay, FL 32907

City Manager  
120 Malabar Road, SE  
Palm Bay, FL 32907

Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered three (3) days after being posted by U.S. mail to the CONSULTANT at the last address left on the file with the CITY. If delivered in person to CONSULTANT or the CONSULTANT'S authorized representative, delivery will be considered immediate. The CONSULTANT'S representative will be:

Andrew Burnham, Vice President  
Stantec Consulting Services, Inc.  
777 S. Harbour Island Blvd, Suite 600  
Tampa, FL 33602

#### **SECTION 13 - AUDIT RIGHTS**

The CITY reserves the right to audit the records of the CONSULTANT related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of five (5) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the CITY as may be requested by the CITY, solely at the cost of reproduction.

**SECTION 14 – PUBLIC RECORDS**

The City is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records law. Specifically, the CONSULTANT shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the public agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the CONSULTANT to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

**If the CONSULTANT has questions regarding the application of Chapter 119 Florida Statutes, to the CONSULTANT's duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Bldg. B, Suite 200, Palm Bay, Florida 32907; 321-952-3424; or [procurement@pbfl.org](mailto:procurement@pbfl.org).**

**SECTION 15 - SUBCONSULTING**

The CONSULTANT shall not assign or transfer any work under this Agreement without the express written approval of the CITY. The CONSULTANT shall cause the name(s) of any subconsulting firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data. Subconsultant rates shall not be marked up by the CONSULTANT.

The CONSULTANT shall be fully responsible to CITY for all acts and omissions of any officers, representatives, agents, employees, or subconsultants of CONSULTANT. Subconsultants of CONSULTANT shall have appropriate general liability, professional liability and workers' compensation insurance, or be covered by CONSULTANT's insurance. CONSULTANT shall furnish CITY with appropriate proof of insurance and releases from all subconsultants in connection with the work performed.

**SECTION 16 - CONTINGENT FEES**

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company or corporation, individual, or firm, other than a bona fide employee working solely for the CONSUTLANT any fee, commission, percentage, gift or other consideration contingent upon or results from the award or making of this Agreement. For any breach or violation of this provision, the CITY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or amounts due to CONSULTANT or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages related to the breach of the provision and shall report the details of such breach or violation to the proper legal authorities where and when appropriate.

**SECTION 17 - DURATION OF AGREEMENT**

The period of this Agreement shall be for twelve (12) months, beginning on July 17, 2022, and ending on July 16, 2023. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

**SECTION 18 – TERMINATION FOR CONVENIENCE**

The CITY reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate. Payment only for worked performed will be made in accordance with Section 6, Payment and Partial Payment. The City shall not be liable to Consultant for any consequential or incidental damages.

**SECTION 19 – NON-APPROPRIATIONS**

In the event sufficient budgeted funds are not available for a new fiscal period, the CITY shall notify the CONSULTANT of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

**SECTION 20 – NOTICE OF DEFICIENCY**

If the CONSULTANT is notified in writing of a fault, deficiency or error in the Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the CONSULTANT shall, at the CITY's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the CITY, or 2) refund to the CITY, any amounts paid by the CITY that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other CONSULTANTS.

**SECTION 21 – TERMINATION FOR CAUSE/DEFAULT**

The CITY may terminate with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified. Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for termination of the Agreement at the discretion of the City.

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by CITY.

An event of default shall include but not be limited to the following:

- A. CONSULTANT has not performed services on timely basis;
- B. CONSULTANT has refused or failed to supply enough properly skilled personnel;
- C. CONSULTANT has failed to make prompt payment to subcontractors or suppliers for any services;
- D. CONSULTANT has failed to fulfill representations made in this Agreement;
- E. CONSULTANT has refused or failed to provide the Services as defined in this Agreement;
- or
- F. CONSULTANT has failed to timely address a fault, deficiency or error in the Work or criminal records of employees as provided in the Notice of Deficiency.
- G. CONSULTANT understands and agrees that the CITY may immediately terminate this contract upon written notice if the CONSULTANT is found to have submitted a false certification or any of the following occur with respect to the CONSULTANT or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

If a CONSULTANT is in default on its contract with the CITY, the CITY shall follow the procedures contained herein:

- H. The CITY shall notify, in writing, the CONSULTANT to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period (such reasonable time should not be less than 10 days after receipt of such notice). The notice will also provide that, should it fail to perform within the time provided, the CONSULTANT will be found in default and removed from the CITY's approved vendor list.
- I. Unless the CONSULTANT corrects its failure to perform within the time provided, or unless the CITY determines on its own investigation that the CONSULTANT's failure is legally excusable, the CITY shall find the CONSULTANT in default and shall issue a second notice stating (i) the reasons the CONSULTANT is considered in default, (ii) that the CITY will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
- J. The defaulting CONSULTANT will not be eligible for award of a contract by the CITY until such time as the CITY is reimbursed by the defaulting CONSULTANT for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
- K. Pursuant to Section 38.16, Procurement Code of Ordinance, the defaulting CONSULTANT will be advised of the right to initiate written protest proceedings pursuant to Section 38.15 of the Procurement Ordinance within five (5) business days after the date of notification.
- L. Until such time as it reimburses the CITY for all reprocurement costs and the CITY is satisfied that further instances of default will not occur, the defaulting CONSULTANT shall not be eligible for award of a contract by the CITY. To satisfy the CITY that further instance will not occur; the defaulting CONSULTANT shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the CITY's remedies against the defaulting CONSULTANT at law or in equity.

In an Event of Default, CONSULTANT shall be liable for damages to the CITY resulting from lost funding and for the difference between the cost associated with procuring services from CONSULTANT and the amount actually expended by CITY, in procurement of another professional consultant to perform the services of CONSULTANT. CITY shall be entitled to recover consequential damages and lost funding and administrative costs associated with the procurement of alternative professional services.

In the event of termination by the City:

- M. The CITY'S sole obligation to the CONSULTANT shall be for payment of those portions of work which has been authorized and satisfactorily completed. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage of work complete as estimated by the CITY and agreed upon by the CONSULTANT up to the time of termination.
- N. It is understood by CITY and CONSULTANT that any payment to CONSULTANT shall be made only if CONSULTANT is not in default under the terms of this Agreement as determined by the CITY.
- O. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial changes in its business structure or its principals, the CITY reserves the right to terminate this Agreement.
- P. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the CITY and those documents delivered by the CITY to the CONSULTANT that pertain to this Agreement, of which, the CITY will have full ownership thereof. CONSULTANT may, provided the CITY gives its written consent, retain copies of such documents for record purposes.

**SECTION 22 – INDEMNIFICATION**

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT, including but not limited to the CONSULTANT's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONSULTANT) hereby agrees to indemnify, and hold harmless the City of Palm Bay, including but not limited to its officers, officials, and employees and all those others acting on the City's behalf (hereinafter CITY) against liability, loss, costs, damages, expenses, claims or actions, including but not limited to reasonable attorney's fees for trials and appeals and expert's fees and costs that the City may incur arising wholly or in part due to negligent or deliberate act, error or omission of CONSULTANT in the execution, performance or non-performance or failure to adequately perform CONSULTANT'S obligation(s) pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

**SECTION 23 - INSURANCE**

The CONSULTANT and its subcontractors, subconsultants, assignees and suppliers will be required to procure and maintain, at its own expense and without cost to the CITY, until final acceptance by the CITY of all products or services covered by the Agreement, the following types of insurance in the following minimum amounts:

- A. **Commercial General Liability:** The CONSULTANT shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.
- B. **Automobile Liability Insurance:** CONSULTANT shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
  - Owned Automobiles
  - Hired Automobiles
  - Non-Owned Automobiles
- C. **Professional Liability Insurance:** Professional liability insurance with a minimum limit of one million dollars (\$1,000,000) aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000 for each claim CONSULTANT represents it is financially responsible for the deductible amount.
- D. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**

- E. Professional Liability Insurance or Errors and Omissions Insurance:** Successful Proposer shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

**Insurance Certificates:**

The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation and Professional Liability) **as an additional insured. Waiver of Subrogation is required** for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The CONSULTANT shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the CONSULTANT to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

CONSULTANT shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

**SECTION 24 - QUALITY CONTROL & PERFORMANCE**

The CONSULTANT shall provide a high level of quality control and accuracy. The CITY may request additional data collection or reanalysis of data at no expense to the CITY. If the original data collected and/or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section 5 of this Agreement.

The CONSULTANT acknowledges that the CITY may periodically evaluate the CONSULTANT'S performance and that the evaluation may be used by the CITY in determining the CONSULTANT'S qualifications for future contracts with the CITY.

In accordance with the City's Procurement Manual, upon completion and close-out of the project, the project manager or contract administrator shall prepare a Vendor Performance Evaluation form (PROC-VP-001) rating the CONSULTANT'S level of service, and indicating whether they are recommended for future awards. A copy shall be provided to the Procurement Department for inclusion in the RFQ and vendor files. A copy shall be provided to the CONSULTANT.

**SECTION 25 - NON-EXCLUSIVE AGREEMENT**

The parties acknowledge that this agreement is not an exclusive agreement and the CITY may employ other consultants, professional or technical personnel to furnish services for the CITY, as the CITY, in its sole discretion, finds is in the public interest.

**SECTION 26 - REPRESENTATIONS**

- A. CONSULTANT represents that it is able to furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all

services performed under this Agreement shall be performed in a professional manner suitable to the CITY.

- B. CONSULTANT represents, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services described in this Agreement.
- C. CONSULTANT shall be responsible for technically-deficient deliverables, reports or studies, for two years after the date of final acceptance of the Services by CITY. CONSULTANT shall, upon the request of CITY, promptly correct or replace all deficient work due to its errors and/or omissions without cost to CITY. CONSULTANT shall also be responsible for all damages resulting from CONSULTANT's deficient documents. Payment in full by CITY for services performed does not constitute a waiver of this representation.
- D. All services performed by CONSULTANT shall be to the satisfaction of CITY. In cases of disagreement or ambiguity, Section 8 of this Agreement shall govern all questions, difficulties and disputes of whatever nature that may arise under this Agreement. If resolution cannot be reached, the provisions of Section 20 shall apply.
- E. CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, CITY shall have the absolute right to cancel this Agreement without liability to CONSULTANT or any third party.

#### **SECTION 27 - INTEREST OF MEMBERS OF CITY AND OTHERS**

No officers, members or employees of the CITY, and no members of its governing body, and no other public official of any other governmental entity, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement that affects their personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **SECTION 28 - INTEREST OF CONSULTANT**

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, that shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by the CONSULTANT.

#### **SECTION 29 - INDEPENDENT CONSULTANT**

CONSULTANT and its employees, agents, contractors and subcontractors shall be deemed to be independent and not CITY agents or employees. CONSULTANT, its employees or agents, contractors, subconsultants and subcontractors shall not attain any rights or benefits under CITY's Personnel Rules and Regulations or Pension Systems nor any rights generally afforded CITY's classified or unclassified employees. CONSULTANT, its agents, employees, or subconsultants shall not be deemed entitled to the Florida Workers' Compensation benefits as a CITY employee.

#### **SECTION 30 - NON-DISCRIMINATION**

CONSULTANT agrees that it will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

#### **SECTION 31 - OTHER PROVISIONS**

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

- B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law or any order entered by such court. If not modifiable to conform to such law or order, then it shall be deemed severable and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- D. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- E. There are no third-party beneficiaries intended to be bound by or to enforce this Agreement.
- F. By entering into this Agreement, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subconsultant knowingly violates the statute, the subconsultant must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.
- G. When applicable, the Consultant's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

### **SECTION 32 - LIMITATION OF LIABILITY**

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the CITY to CONSULTANT pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney's fees and costs, investigative costs, expert fees, or pre-judgment interest. This section shall not prevent the CITY from taking court action it deems necessary against, including but not limited to, the CONSULTANT, its subcontractors, subconsultants, assignees, suppliers and employees.

### **SECTION 33 - ENTIRETY OF AGREEMENT**

This writing, together with documents referenced herein, embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

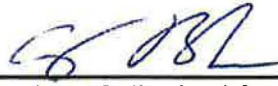
No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. The venue for any litigation arising out of this Agreement shall be Brevard County, Florida.

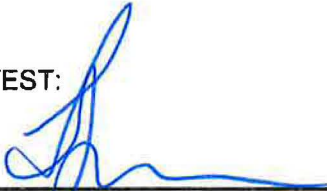
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of June, 2022.

As approved by City Council On: June 16, 2022


**STANTEC CONSULTING SERVICES, INC.**

  
\_\_\_\_\_  
Signature, Authorized Agent  
Andrew Burnham  
\_\_\_\_\_  
Printed/Typed Name  
6/24/22  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Terese Jones  
City Clerk

**CITY OF PALM BAY, FLORIDA**

  
\_\_\_\_\_  
Juliet Misconi, NIGP-CPP, CPPO, CPPB  
Chief Procurement Officer  
6/27/2022  
\_\_\_\_\_  
Date

**35-0-2022**  
**Financial Rate and Management**  
**Consultant Services**  
**Attachment A**

**Hourly Rate Fee Schedule by Title**

<b>Project Role</b>	<b>Hourly Rate</b>
Director	\$350
Principal	\$285
Quality Control	\$260
Senior Manager	\$250
Manager	\$230
Senior Rate/Financial Consultant	\$195
Rate/Financial Consultant	\$180
Financial Analyst	\$150
Data Analyst	\$120
Project Admin	\$90



ATTACHMENT C

**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

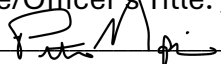
Pursuant to section 787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental 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.

**STANTEC CONSULTING SERVICES, INC.**, 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: Stantec  
 Representative/Officers Printed Name: Peter Napoli  
 Representative/Officer’s Title: Senior Manager  
 Signature:  Date: 4/16/2026

**PROFESSIONAL SERVICE AGREEMENT FOR  
RFP NO. 35-0-2022/SZ  
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES**

This is an agreement entered into this 27 day of June 2022, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907 a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as CITY and Stantec Consulting Services, Inc., 777 South Harbour Island Blvd, Suite 600, Tampa, FL 33602, (FEIN 11-2167170), hereinafter referred to as CONSULTANT. For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the CITY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

**SECTION 1 - GENERAL IDENTIFICATION OF SERVICES**

The following documents are incorporated and made part of this Agreement:

- A. Specifications prepared by CITY in its Request for Proposals No. 35-0-2022, Financial Rate and Management Consultant Services, (Exhibit 1).
- B. Proposal Submittal for CITY prepared by CONSULTANT dated April 29, 2022, (Exhibit 2).
- C. Attachment A – Consultant’s Rate and Fee Schedule
- D. Attachment B – Individual Statement of Work, Task Orders, incorporated by reference as executed by both parties.

All exhibits may also be collectively referred to as the “Documents.” In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- 1. Specific direction from City Manager or designee
- 2. This Agreement and any attachments.
- 3. Exhibit 1
- 4. Exhibit 2

All professional services provided by the CONSULTANT for the CITY shall be identified as described in Attachment A and as further defined in Attachment B. No additional work shall be performed under this Agreement without written authorization from the City. The written authorization for additional services shall constitute an addendum to this Agreement.

**SECTION 2 - CITY OBLIGATIONS**

The CITY agrees that they shall furnish to the CONSULTANT, upon request, any data available in the CITY’S files pertaining to the work to be performed under this Agreement.

**SECTION 3 - PROFESSIONAL SERVICES**

CONSULTANT agrees to perform professional services associated with Exhibit “1” in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices. The CONSULTANT agrees to, without causing any delay in the project, correct any errors, oversights, or omissions and prepare any revisions at no cost to the City, that may be required because the work violates accepted professional standards and practices or if deemed to be inadequate, insufficient, or defective. This remedy shall be cumulative to all other remedies available under the Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Provide services to comply with Work as specified in Exhibit 1 to include, but in no way limited to: FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES
- B. Maintain an adequate staff of qualified personnel.
- C. Comply with federal, state, county and local laws or ordinances applicable to the work.
- D. Cooperate fully with the CITY in the scheduling and coordination of all phases of the work.
- E. Supervise and coordinate the work of any subconsultants.
- F. Cooperate and coordinate with other CITY consultants, as directed by the CITY.
- G. Report the status of the work to the CITY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the CITY or its authorized agent at any time.
- H. Submit for CITY review all data representative of the work's progress at the percentage stages of completion that may be stipulated in Attachment(s) B and submit for CITY approval the final work product upon incorporation of any modifications requested by the CITY during any previous review. Any CITY approval of the CONSULTANT'S work shall not be deemed to diminish the CONSULTANT'S responsibilities as set forth in this Agreement.
- I. Confer with the CITY during the further development and implementation of improvements for which the CONSULTANT has provided services.
- J. Interpret plans and other documents, correct errors and omissions and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost to the City.

The CITY shall make decisions on all issues regarding interpretation of the documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from CONSULTANT, and the CITY shall have the absolute and undisputed authority to decide any differences or conflicts between the CONSULTANT and the City, and shall check and approve draft documents, schedules, meeting notices, publications, and other submissions for conformance with the concept of each Project.

It is specifically agreed that any change to the work identified as an error on the part of CONSULTANT shall be considered to be an additional cost to CITY that would not have been incurred without the error. The recovery of additional costs to CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages, which CITY may otherwise incur.

#### **SECTION 4 - TIME OF COMPLETION**

The services rendered by the CONSULTANT shall commence as specified in Section 7 of this agreement and shall be completed within the time stated in Attachment(s) B.

A reasonable extension of time shall be granted by the CONSULTANT in the event there is a delay on the part of the CITY in fulfilling its part of the Agreement or should weather conditions, acts of God, any force majeure, or hidden conditions delay performance of the CONSULTANT's or the CITY's duties. Extensions of time shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation for direct costs associated with such delay; CONSULTANT agrees that it will not be entitled to any damages or any claim for extra compensation for consequential damages of any type whatsoever for any such extensions including but not limited to damages and compensation for any direct or indirect financial damages, losses for extended corporate overhead impacted, extended project overhead impacts, project support, services, or by any other name or other legal concept, label or theory or any business damages or losses of whatever type or nature and CONSULTANT hereby knowingly waives any right to make any such claim or claims and acknowledges additional good and valuable consideration for such waiver and lack of entitlement to such damages, losses and compensation.

CITY shall be entitled to withhold progress payments from CONSULTANT for services rendered until completion of CONSULTANT's services to CITY's satisfaction.

Any delay due to a force majeure, shall not subject CITY to any liability to CONSULTANT. At CITY's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance and services not performed by CONSULTANT shall be made or performed during such extension, or the time to perform the services not performed shall be extended for a period equal to such delay. During this period such delay shall not constitute a delay by CONSULTANT.

### **SECTION 5 - COMPENSATION**

The CITY agrees to pay CONSULTANT for services rendered pursuant to this Agreement, all fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in Attachment A, Hourly Rate Schedule, Attachment(s) B, and in accordance with a City issued Purchase Order:

- A. Rate & Fee Schedule – the CONSULTANT shall be compensated at the attached Rate & Fee Schedule (Attachment A) for each hour of time engaged directly in the work.
- B. Lump Sum Fee – At the option of the CITY, the fee for any requested portions of work may be lump sum if mutually agreed upon by the CITY and the CONSULTANT, stated in a written Scope of Services Task Order and referenced in the issued Purchase Order.
- C. Reimbursable Expenses – The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for CONSULTANT services, provided such expenditures are previously and expressly authorized by the CITY in writing. All basic reimbursable costs including reproduction, deliverables, and travel should be included in any proposed Attachment(s) B. Other requests for reimbursable expenses must be brought to the attention and approved by the CITY before the work is performed. If authorized by the CITY in advance in writing and upon receipt of satisfactory back-up materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses may include:
  1. Travel, Lodging and Meals, provided travel occurs in coach class and lodging and meals do not exceed the Domestic Per Diem rates listed in the current edition Appendix "A" of Chapter 301 of the Federal Travel Regulations.
  2. Courier Services.
  3. Photocopies (\$.0.15 per page).
  4. Long Distance and Conference Telephone Charges.
  5. 3<sup>rd</sup> Party expenses, such as printing, incurred on behalf of CITY.
  6. Other expenses approved by CITY in writing prior to the time CONSULTANT incurs such expenses.
- D. At least thirty (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a basis for issuing a Notice of Termination by the CITY. Any proposed changes in rates by the CONSULTANT shall be subject to the prior written approval of the CITY. In the event the CONSULTANT requests a change in rate, either party may terminate this Agreement in accordance with Section 15 should the proposed rates or fees not be mutually acceptable. If the CONSULTANT fails to request a rate adjustment prior to the anniversary date, the previous year's rates shall remain in effect.

### **SECTION 6 - PAYMENT AND PARTIAL PAYMENTS**

Subject to the CITY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the CITY may make monthly payments or partial payments to the

CONSULTANT for all authorized work performed during the previous calendar month, and in accordance with Attachment A, B and C (and other Scope of Services Task Orders) and under the provisions of Chapter 218, Part VII, (Local Government Prompt Payment Act), Florida Statutes. City shall promptly pay consultant any undisputed amounts consistent with the Local Government Prompt Payment Act.

- A. The CONSULTANT shall submit signed invoices to the CITY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized reimbursable expense, accompanied by appropriate documentation.
- C. Invoices for the work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment A.

#### **SECTION 7 - SCHEDULE OF WORK**

The CITY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. Should a work revision effect a change in scope, cost or schedule of the work, the CONSULTANT shall submit such revision(s) for review and, if warranted, approval by the CITY in writing.

The CONSULTANT shall commence work within five working days of the issuance of the Purchase Order and executed Attachment B unless otherwise specified in Attachment B.

#### **SECTION 8 - RIGHT OF DECISIONS**

All services by the CONSULTANT shall be performed in accordance with all professional standards and practices and to the reasonable requirements of the CITY. The CITY shall make all decisions on all claims, questions and disputes arising under this Agreement. In the event the CONSULTANT does not concur with any decision of the CITY, it must, within thirty (30) days after determination by the CITY, unless such time is extended in writing by CITY, present written objections to the decision to the Chief Procurement Officer (CPO) or her/his designee for resolution. Before taking any action to contest the CITY's determination in a court of competent jurisdiction, the CONSULTANT must follow the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the time deadline set forth in this paragraph; failure to do so will result in making the CITY's decision final. During any appeal of, or objection to, the CITY's decision, CONSULTANT shall continue to perform all work in accordance with professional standards and practices and the requirements of this Agreement.

#### **SECTION 9 - OWNERSHIP OF DOCUMENTS**

All reports, tracings, plans, maps, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the sole property of the CITY without restrictions or limitation upon the CITY's use and shall be made available by the CONSULTANT at any time upon request by the CITY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the CITY for its use.

CONSULTANT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes, should it apply.

It is further understood that any report, tracing, plan, map or other work product, without limitation, given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY, shall be returned to CITY, and shall not be used by CONSULTANT for any other purpose without the written consent of the Chief Procurement Officer (CPO).

However, should CITY utilize the work product in connection with a project upon which CONSULTANT is not retained by CITY, CITY shall accept all responsibility for such utilization to the

extent provided by law. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney fees, investigative costs, expert fees, suit costs or prejudgment interest.

**SECTION 10 - COURT APPEARANCE, CONFERENCES AND HEARINGS**

This Agreement shall obligate CONSULTANT to prepare for and appear in litigation on behalf of CITY involving any dispute arising out of any work performed or services provided out of this Agreement all at no cost to the City. CONSULTANT shall also confer with CITY, its attorneys and experts, during the performance of the Services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, all at no cost to the CITY. Work by CONSULTANT, as a result of litigation, beyond the scope of the original work shall be considered an additional service that shall be paid in accordance with Section 5 of this Agreement.

**SECTION 11 - REUSE OF DOCUMENTS**

The CONSULTANT may not retain, reuse and/or copy data or work products developed by the CONSULTANT for the CITY without express written permission of the Chief Procurement Officer (CPO). The CONSULTANT will upon request provide the CITY additional copies of reports, tracings, plans, maps, and/or other work products produced pursuant to this Agreement at the cost for reproduction and not for the cost of labor.

**SECTION 12 - NOTICES**

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when posted by certified mail or delivered in person to the CITY.

The CITY'S representative will be: Christopher A. Little, P.E.  
Utilities Director  
250 Osmosis Dr SE  
Palm Bay, FL 32909

With Copies to:

Chief Procurement Officer and City Manager  
120 Malabar Road, SE 120 Malabar Road, SE  
Palm Bay, FL 32907 Palm Bay, FL 32907

Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered three (3) days after being posted by U.S. mail to the CONSULTANT at the last address left on the file with the CITY. If delivered in person to CONSULTANT or the CONSULTANT'S authorized representative, delivery will be considered immediate. The CONSULTANT'S representative will be:

Andrew Burnham, Vice President  
Stantec Consulting Services, Inc.  
777 S. Harbour Island Blvd, Suite 600  
Tampa, FL 33602

**SECTION 13 - AUDIT RIGHTS**

The CITY reserves the right to audit the records of the CONSULTANT related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of five (5) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the CITY as may be requested by the CITY, solely at the cost of reproduction.

**SECTION 14 – PUBLIC RECORDS**

The City is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records law. Specifically, the CONSULTANT shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the public agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the CONSULTANT to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

**If the CONSULTANT has questions regarding the application of Chapter 119 Florida Statutes, to the CONSULTANT's duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Bldg. B, Suite 200, Palm Bay, Florida 32907; 321-952-3424; or [procurement@pbfl.org](mailto:procurement@pbfl.org).**

**SECTION 15 - SUBCONSULTING**

The CONSULTANT shall not assign or transfer any work under this Agreement without the express written approval of the CITY. The CONSULTANT shall cause the name(s) of any subconsulting firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data. Subconsultant rates shall not be marked up by the CONSULTANT.

The CONSULTANT shall be fully responsible to CITY for all acts and omissions of any officers, representatives, agents, employees, or subconsultants of CONSULTANT. Subconsultants of CONSULTANT shall have appropriate general liability, professional liability and workers' compensation insurance, or be covered by CONSULTANT's insurance. CONSULTANT shall furnish CITY with appropriate proof of insurance and releases from all subconsultants in connection with the work performed.

**SECTION 16 - CONTINGENT FEES**

The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company or corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or results from the award or making of this Agreement. For any breach or violation of this provision, the CITY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or amounts due to CONSULTANT or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages related to the breach of the provision and shall report the details of such breach or violation to the proper legal authorities where and when appropriate.

**SECTION 17 - DURATION OF AGREEMENT**

The period of this Agreement shall be for twelve (12) months, beginning on July 17, 2022, and ending on July 16, 2023. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

**SECTION 18 – TERMINATION FOR CONVENIENCE**

The CITY reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate. Payment only for worked performed will be made in accordance with Section 6, Payment and Partial Payment. The City shall not be liable to Consultant for any consequential or incidental damages.

**SECTION 19 – NON-APPROPRIATIONS**

In the event sufficient budgeted funds are not available for a new fiscal period, the CITY shall notify the CONSULTANT of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

**SECTION 20 – NOTICE OF DEFICIENCY**

If the CONSULTANT is notified in writing of a fault, deficiency or error in the Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the CONSULTANT shall, at the CITY's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the CITY, or 2) refund to the CITY, any amounts paid by the CITY that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other CONSULTANTS.

**SECTION 21 – TERMINATION FOR CAUSE/DEFAULT**

The CITY may terminate with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified. Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for termination of the Agreement at the discretion of the City.

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by CITY.

An event of default shall include but not be limited to the following:

- A. CONSULTANT has not performed services on timely basis;
- B. CONSULTANT has refused or failed to supply enough properly skilled personnel;
- C. CONSULTANT has failed to make prompt payment to subcontractors or suppliers for any services;
- D. CONSULTANT has failed to fulfill representations made in this Agreement;
- E. CONSULTANT has refused or failed to provide the Services as defined in this Agreement;  
or
- F. CONSULTANT has failed to timely address a fault, deficiency or error in the Work or criminal records of employees as provided in the Notice of Deficiency.
- G. CONSULTANT understands and agrees that the CITY may immediately terminate this contract upon written notice if the CONSULTANT is found to have submitted a false certification or any of the following occur with respect to the CONSULTANT or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

If a CONSULTANT is in default on its contract with the CITY, the CITY shall follow the procedures contained herein:

- H. The CITY shall notify, in writing, the CONSULTANT to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period (such reasonable time should not be less than 10 days after receipt of such notice). The notice will also provide that, should it fail to perform within the time provided, the CONSULTANT will be found in default and removed from the CITY's approved vendor list.
- I. Unless the CONSULTANT corrects its failure to perform within the time provided, or unless the CITY determines on its own investigation that the CONSULTANT's failure is legally excusable, the CITY shall find the CONSULTANT in default and shall issue a second notice stating (i) the reasons the CONSULTANT is considered in default, (ii) that the CITY will reprocore or has reprocored the commodities or services, and (iii) and the amount of the reprocorement if known.
- J. The defaulting CONSULTANT will not be eligible for award of a contract by the CITY until such time as the CITY is reimbursed by the defaulting CONSULTANT for all reprocorement costs. Reprocorement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocorement.
- K. Pursuant to Section 38.16, Procurement Code of Ordinance, the defaulting CONSULTANT will be advised of the right to initiate written protest proceedings pursuant to Section 38.15 of the Procurement Ordinance within five (5) business days after the date of notification.
- L. Until such time as it reimburses the CITY for all reprocorement costs and the CITY is satisfied that further instances of default will not occur, the defaulting CONSULTANT shall not be eligible for award of a contract by the CITY. To satisfy the CITY that further instance will not occur; the defaulting CONSULTANT shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the CITY's remedies against the defaulting CONSULTANT at law or in equity.

In an Event of Default, CONSULTANT shall be liable for damages to the CITY resulting from lost funding and for the difference between the cost associated with procuring services from CONSULTANT and the amount actually expended by CITY, in procurement of another professional consultant to perform the services of CONSULTANT. CITY shall be entitled to recover consequential damages and lost funding and administrative costs associated with the procurement of alternative professional services.

In the event of termination by the City:

- M. The CITY'S sole obligation to the CONSULTANT shall be for payment of those portions of work which has been authorized and satisfactorily completed. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage or work complete as estimated by the CITY and agreed upon by the CONSULTANT up to the time of termination.
- N. It is understood by CITY and CONSULTANT that any payment to CONSULTANT shall be made only if CONSULTANT is not in default under the terms of this Agreement as determined by the CITY.
- O. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial changes in its business structure or its principals, the CITY reserves the right to terminate this Agreement.
- P. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the CITY and those documents delivered by the CITY to the CONSULTANT that pertain to this Agreement, of which, the CITY will have full ownership thereof. CONSULTANT may, provided the CITY gives its written consent, retain copies of such documents for record purposes.

**SECTION 22 – INDEMNIFICATION**

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT, including but not limited to the CONSULTANT's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONSULTANT) hereby agrees to indemnify, and hold harmless the City of Palm Bay, including but not limited to its officers, officials, and employees and all those others acting on the City's behalf (hereinafter CITY) against liability, loss, costs, damages, expenses, claims or actions, including but not limited to reasonable attorney's fees for trials and appeals and expert's fees and costs that the City may incur arising wholly or in part due to negligent or deliberate act, error or omission of CONSULTANT in the execution, performance or non-performance or failure to adequately perform CONSULTANT'S obligation(s) pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

**SECTION 23 - INSURANCE**

The CONSULTANT and its subcontractors, subconsultants, assignees and suppliers will be required to procure and maintain, at its own expense and without cost to the CITY, until final acceptance by the CITY of all products or services covered by the Agreement, the following types of insurance in the following minimum amounts:

- A. **Commercial General Liability:** The CONSULTANT shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.
- B. **Automobile Liability Insurance:** CONSULTANT shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
  - Owned Automobiles
  - Hired Automobiles
  - Non-Owned Automobiles
- C. **Professional Liability Insurance:** Professional liability insurance with a minimum limit of one million dollars (\$1,000,000) aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000 for each claim CONSULTANT represents it is financially responsible for the deductible amount.
- D. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**

- E. Professional Liability Insurance or Errors and Omissions Insurance:** Successful Proposer shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

**Insurance Certificates:**

The City of Palm Bay is to be specifically included on all certificates of insurance (with exception to Workers Compensation and Professional Liability) **as an additional insured. Waiver of Subrogation is required** for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The CONSULTANT shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the CONSULTANT to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

CONSULTANT shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

**SECTION 24 - QUALITY CONTROL & PERFORMANCE**

The CONSULTANT shall provide a high level of quality control and accuracy. The CITY may request additional data collection or reanalysis of data at no expense to the CITY. If the original data collected and/or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section 5 of this Agreement. The CONSULTANT acknowledges that the CITY may periodically evaluate the CONSULTANT'S performance and that the evaluation may be used by the CITY in determining the CONSULTANT'S qualifications for future contracts with the CITY.

In accordance with the City's Procurement Manual, upon completion and close-out of the project, the project manager or contract administrator shall prepare a Vendor Performance Evaluation form (PROC-VP-001) rating the CONSULTANT'S level of service, and indicating whether they are recommended for future awards. A copy shall be provided to the Procurement Department for inclusion in the RFQ and vendor files. A copy shall be provided to the CONSULTANT.

**SECTION 25 - NON-EXCLUSIVE AGREEMENT**

The parties acknowledge that this agreement is not an exclusive agreement and the CITY may employ other consultants, professional or technical personnel to furnish services for the CITY, as the CITY, in its sole discretion, finds is in the public interest.

**SECTION 26 - REPRESENTATIONS**

- A. CONSULTANT represents that it is able to furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all

services performed under this Agreement shall be performed in a professional manner suitable to the CITY.

- B. CONSULTANT represents, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services described in this Agreement.
- C. CONSULTANT shall be responsible for technically-deficient deliverables, reports or studies, for two years after the date of final acceptance of the Services by CITY. CONSULTANT shall, upon the request of CITY, promptly correct or replace all deficient work due to its errors and/or omissions without cost to CITY. CONSULTANT shall also be responsible for all damages resulting from CONSULTANT's deficient documents. Payment in full by CITY for services performed does not constitute a waiver of this representation.
- D. All services performed by CONSULTANT shall be to the satisfaction of CITY. In cases of disagreement or ambiguity, Section 8 of this Agreement shall govern all questions, difficulties and disputes of whatever nature that may arise under this Agreement. If resolution cannot be reached, the provisions of Section 20 shall apply.
- E. CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, CITY shall have the absolute right to cancel this Agreement without liability to CONSULTANT or any third party.

#### **SECTION 27 - INTEREST OF MEMBERS OF CITY AND OTHERS**

No officers, members or employees of the CITY, and no members of its governing body, and no other public official of any other governmental entity, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement that affects their personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **SECTION 28 - INTEREST OF CONSULTANT**

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, that shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by the CONSULTANT.

#### **SECTION 29 - INDEPENDENT CONSULTANT**

CONSULTANT and its employees, agents, contractors and subcontractors shall be deemed to be independent and not CITY agents or employees. CONSULTANT, its employees or agents, contractors, subconsultants and subcontractors shall not attain any rights or benefits under CITY's Personnel Rules and Regulations or Pension Systems nor any rights generally afforded CITY's classified or unclassified employees. CONSULTANT, its agents, employees, or subconsultants shall not be deemed entitled to the Florida Workers' Compensation benefits as a CITY employee.

#### **SECTION 30 - NON-DISCRIMINATION**

CONSULTANT agrees that it will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

#### **SECTION 31 - OTHER PROVISIONS**

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

- B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law or any order entered by such court. If not modifiable to conform to such law or order, then it shall be deemed severable and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- D. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- E. There are no third-party beneficiaries intended to be bound by or to enforce this Agreement.
- F. By entering into this Agreement, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subconsultant knowingly violates the statute, the subconsultant must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of 1 year after the date of termination.
- G. When applicable, the Consultant's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

### **SECTION 32 - LIMITATION OF LIABILITY**

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the CITY to CONSULTANT pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney's fees and costs, investigative costs, expert fees, or pre-judgment interest. This section shall not prevent the CITY from taking court action it deems necessary against, including but not limited to, the CONSULTANT, its subcontractors, subconsultants, assignees, suppliers and employees.

### **SECTION 33 - ENTIRETY OF AGREEMENT**

This writing, together with documents referenced herein, embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.


No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. The venue for any litigation arising out of this Agreement shall be Brevard County, Florida.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of June, 2022.

As approved by City Council On: June 16, 2022


**STANTEC CONSULTING SERVICES, INC.**

  
Signature, Authorized Agent  
Andrew Burnham  
Printed/Typed Name  
6/24/22  
Date

ATTEST:

  
Terese Jones  
City Clerk

CITY OF PALM BAY, FLORIDA

  
Juliet Misconi, NIGP-CPP, CPPO, CPPB  
Chief Procurement Officer  
6/27/2022  
Date

**35-0-2022**  
**Financial Rate and Management**  
**Consultant Services**  
**Attachment A**

**Hourly Rate Fee Schedule by Title**

<b>Project Role</b>	<b>Hourly Rate</b>
Director	\$350
Principal	\$285
Quality Control	\$260
Senior Manager	\$250
Manager	\$230
Senior Rate/Financial Consultant	\$195
Rate/Financial Consultant	\$180
Financial Analyst	\$150
Data Analyst	\$120
Project Admin	\$90

**CITY OF PALM BAY  
AMENDMENT #3  
TO CONTRACT # 35-0-2022  
FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES**

This amendment to contract is made and entered into this 4th day of June, 2025, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and Stantec Consulting Services, Inc. hereinafter referred to as the "Contractor".

WHEREAS the City and the Contractor entered into a Contract under the date of June 27, 2022, whereby the contractor would provide financial rate and management consultant services; and

WHEREAS the City and Contractor desire to renew the term of said Agreement.

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

- I. The renewed term of agreement shall be July 17, 2025, through July 16, 2026. This shall be the 3<sup>rd</sup> of four (4) possible 1-year renewals.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.


**CITY OF PALM BAY**

**STANTEC CONSULTING  
SERVICES, INC.**

\_\_\_\_\_  
Chief Procurement Officer or  
Designee

By:

Peter Napoli / Senior Manager  
Name/Title

  
Signature

6/4/2025  
Date




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**RE: Stantec Contract Piggyback**


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From Debbie Feingold <Debra.Feingold@palmbayfl.gov>

Date Wed 4/15/2026 3:40 PM

To Donnell, Nicole <ndonnell@templeterrace.gov>; Procurement <Procurement@palmbayfl.gov>

Good Afternoon,

Yes, we allow all agencies to piggyback our contracts. Do you need any of the documents?

Thank you,

*Debbie Feingold, CPPO, CPPB, NIGP-CPP, FCCM*

Procurement Agent III

City of Palm Bay

120 Malabar Rd SE

Palm Bay, FL 32907

[Debra.feingold@palmbayfl.gov](mailto:Debra.feingold@palmbayfl.gov)

321-952-3424




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**From:** Donnell, Nicole <ndonnell@templeterrace.gov>

**Sent:** Wednesday, April 15, 2026 3:34 PM

**To:** Procurement <Procurement@palmbayfl.gov>

**Subject:** Stantec Contract Piggyback

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

My name is Nicole Donnell, and I am the Deputy City Attorney for the City of Temple Terrace. The City is interested in piggybacking on Palm Bay's contract with Stantec Consulting Services, Inc. (RFP. No. 35-0-2022/SZ). Stantec is willing to provide the same rate and terms to Temple Terrace. Is it okay for Temple Terrace to piggyback on this contract?

Thank you,  
Nicole Donnell, Esq.

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*Promoting a Green Palm Bay - Please consider the environment before printing this e-mail!*

Please see the below email from my contact at Palm Bay. They are working on sending us the renewal paperwork soon as well.

Thank you!

**Peter Napoli**

Senior Manager, [Stantec MTC Financial Management](#)

Direct: 904-671-0117

[peter.napoli@stantec.com](mailto:peter.napoli@stantec.com)

Stantec

777 S Harbour Island Boulevard Suite 600

Tampa FL 33602-5729



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**From:** Cassandra Smith <[Cassandra.Smith@palmbayfl.gov](mailto:Cassandra.Smith@palmbayfl.gov)>

**Sent:** Tuesday, April 14, 2026 1:34 PM

**To:** Napoli, Peter <[peter.napoli@stantec.com](mailto:peter.napoli@stantec.com)>

**Subject:** RE: Stantec Contract 35-0-2022 Renewal

You don't often get email from [cassandra.smith@palmbayfl.gov](mailto:cassandra.smith@palmbayfl.gov). [Learn why this is important](#)

The current term of this contract ends July 16, 2026. It is the City's intent to renew this contract for the final term to end on July 16, 2027. I've notified the Procurement Department to start the renewal process now. The amendment to renew will come from Procurement. Thank you

Cassandra Smith

[Cassandra.smith@palmbayfl.gov](mailto:Cassandra.smith@palmbayfl.gov)

Business Operations Division Manager

City of Palm Bay Utilities Department

321-952-3423

**From:** Napoli, Peter <[peter.napoli@stantec.com](mailto:peter.napoli@stantec.com)>

**Sent:** Tuesday, April 14, 2026 10:11 AM

**To:** Cassandra Smith <[Cassandra.Smith@palmbayfl.gov](mailto:Cassandra.Smith@palmbayfl.gov)>

**Subject:** FW: Stantec Contract 35-0-2022 Renewal

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Hi Cassandra, could you please help with the below request? I need some sort of email documentation that the City intends to renew our contract, please.

Thank you!

**Peter Napoli**

Senior Manager, [Stantec MTC Financial Management](#)

Direct: 904-671-0117

[peter.napoli@stantec.com](mailto:peter.napoli@stantec.com)

Stantec  
777 S Harbour Island Boulevard Suite 600  
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**From:** Napoli, Peter

**Sent:** Monday, April 13, 2026 11:43 AM

**To:** 'James.canjar@palmbayfl.gov' <[James.canjar@palmbayfl.gov](mailto:James.canjar@palmbayfl.gov)>

**Subject:** Stantec Contract 35-0-2022 Renewal

Hi James,

Would you please be able to share the City's intention for renewing the attached agreement for our final renewal year July 2026 – July 2027?

We actually have active work with the City that will extend into that time frame.

Also, I have a client requesting some kind of letter stating the City's intention of renewing so that they can piggyback this contract during that timeframe.

Your help is much appreciated, thank you! Please give me a call if you would like to discuss.

**Peter Napoli**

Senior Manager, [Management & Technology Consulting](#)

Direct: 904 671-0117

[peter.napoli@stantec.com](mailto:peter.napoli@stantec.com)

Stantec  
777 S Harbour Island Boulevard Suite 600  
Tampa FL 33602-5729



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