



Rizzetta & Company

# **Encore Community Development District**

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## **Board of Supervisors' Meeting January 5, 2023**

**The Trio at Encore  
1101 Ray Charles Blvd  
Tampa, Florida 33602  
813.533.2950**

[www.encorecdd.org](http://www.encorecdd.org)

## **ENCORE COMMUNITY DEVELOPMENT DISTRICT AGENDA**

Rizzetta & Company, 2700 S. Falkenburg Road, Suite 2745, Riverview, FL 33578

<b>Board of Supervisors</b>	Billi Johnson-Griffin Teresa Morning Julia Jackson Mae Walker Vacant	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Christina Newsome Jennifer Goldyn	Rizzetta & Company, Inc. Rizzetta & Company, Inc.
<b>District Attorney</b>	Sarah Sandy	Kutak Rock
<b>District Engineer</b>	Greg Woodcock	Cardno TBE

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting / hearing / workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**ENCORE COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE – Riverview FL – 813-533-2950**  
**Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614**  
**www.encorecdd.org**

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**Board of Supervisors**  
**Encore Community**  
**Development District**

December 28, 2022

**AGENDA**

Dear Board Members:

The Regular meeting of the Board of Supervisors of the Encore Community Development District will be held on **Thursday, January 5, 2023, at 4:00 p.m.** at The Trio at Encore, located at 1101 Ray Charles Blvd. Tampa, Florida 33602. The following is the agenda for the meeting:

**BOARD OF SUPERVISORS MEETING:**

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
  - A.** Landscape Inspection Report
    1. Presentation of Landscape Inspection Report..... Tab 1
  - B.** District Counsel
    1. Presentation of Boundary Amendment Update
  - C.** District Engineer
  - D.** Chiller System Manager
    1. Presentation of Central Energy Plant Reports – Trane... Tab 2
  - E.** Tampa Housing Authority Update
  - F.** District Manager
- 4. BUSINESS ITEMS**
  - A.** Consideration of Resolution 2023-01, Declaring Board Vacancies.....Tab 3
  - B.** Consideration of Lot 12 Pipe Extension Post Design Services Proposal.....Tab 4
  - C.** Consideration of Temporary Construction Easement for Lot 12 Chiller Pipe Improvements..... Tab 5
- 5. BUSINESS ADMINISTRATION**
  - A.** Consideration of Minutes of the Board of Supervisors' Regular Meeting held on November 3, 2022 ..... Tab 6
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, or to obtain a copy of the full agenda, please do not hesitate to contact me at (813) 533-2950, [cnewsome@rizzetta.com](mailto:cnewsome@rizzetta.com), or Crystal Yem at [cyem@rizzetta.com](mailto:cyem@rizzetta.com).

Sincerely,  
*Christina Newsome*  
Christina Newsome  
District Manager

## **Tab 1**

# ENCORE

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## LANDSCAPE INSPECTION REPORT



November 16, 2022  
Rizzetta & Company  
John Toborg – Division Manager  
Landscape Inspection Services



Rizzetta & Company  
Professionals in Community Management



# Nebraska, Harrison, Blanche Armwood, Reed

## UPDATES, SUMMARY, CURRENT EVENTS:

The following are action items for Yellowstone Landscape to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Underlined bold** is info. or questions for the BOS. **Orange is for Staff.**

1. Lift a few limbs on the preserved Oaks along the west ROW of Nebraska south of Scott Street. There are also water shoots on a couple Oaks approaching Harrison from the north.
2. Remove smaller broken branches from the trees on the property from the storms.
3. Palm saplings are simply being cut in the beds. This will not eradicate them, and the quantity seems to be increasing, especially in the east ROW of Blanche Armwood between Harrison and Ray Charles.
4. The Dwarf Asian Jasmine beds on the east side of Blanche Armwood have been sprayed so many times with herbicide, there is little, if any, Jasmine remaining. What there is a lot of, though, is dead grassy weeds.
5. Turf is now getting spotty and is rutted on the eastern-most promenade of Ray Charles. (Pic 5)
6. Trim back the Dwarf Asian Jasmine on the west end of the eastern-most Ray Charles promenade.
7. What is the anticipated install date for the next round of annual flowers? It should be the week after Thanksgiving.
8. Dead-head the current round of annuals – Marigolds.
9. I'm still very concerned with many areas of turf on the property in a variety of locations. I still feel Yellowstone needs to replace the turf on the south side of the Reed promenade at their expense. This has been in many reports and has worsened over time. (Pic 9)



10. Most Flax lily beds on all Ray Charles promenades need to have dead growth removed. (Pic 10>)





# Roundabout, Reed, Ella

11. I've also mentioned increasing spotting and rutting in the turf on the roundabout – mostly on the southern edge. What has Yellowstone been able to diagnose here? (Pics 11a & b)



12. Another chronic spot of bad turf on the Reed promenade as well as the entire south side being nothing but weeds. (Pic 12>)

13. Most landscape beds in the promenades are also quite weedy.

14. Just because the holiday light installers request palms and hardwoods to be pruned for their installation, doesn't give permission to prune the palms in what I consider to be too tight a fashion. Palms should not be cut above the 9:00 – 3:00. Most are at an 11:00 – 1:00. These palms are already being stressed by disease. (Pic 14>)

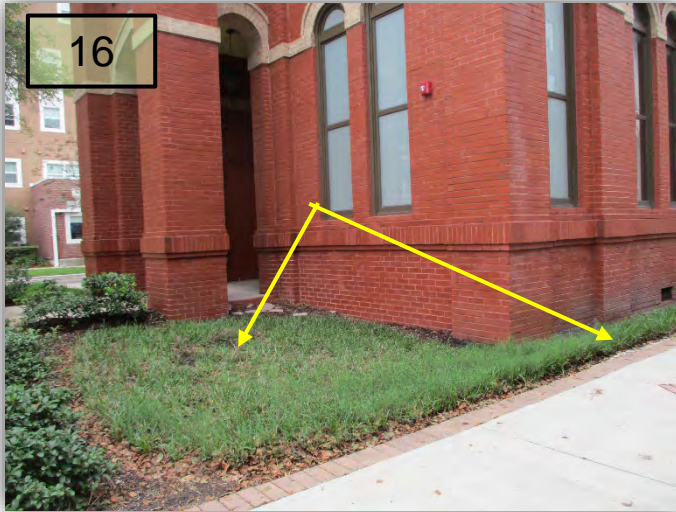
15. The turf on the NW corner of the Ella promenade is also not in very good shape. (Pic 15)





# Church, Ella, Chiller Park

16. The church's turf has not been cut in quite some time. There are areas 10" and higher. Also, there is no improvement in the condition of the turf on the west side of the church – previously reported. Nutsedge is still present. (Pic 16)



17. There are also brown patches of turf on the east side of the church. (Pic 17)



18. Turf is still not in good shape on the south side of the Ella promenade. (Pic 18>)

19. I'm not sure why the two piles of debris are still in the Chiller Park meadow! (Pic 19)



20. Yellowstone needs to still remove a lot of debris in the beds from the storms.

21. The replacement Oak for the west side of the Legacy is still not planted.

22. Podocarpus on the south side of the Chiller Park need to be topped.

23. Thank you to whomever was responsible for the installation of the new certified Butterfly Garden sign in the "meadow". (Pic 23>)





# Navara, Chiller Park

- 24. The smaller Washington Palms surrounding Navara still have dead fronds hanging off them.
- 25. The street sign at Harrison and Central is still twisted.



## **Tab 1A**



# ENCORE

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## LANDSCAPE INSPECTION REPORT



December 13, 2022  
Rizzetta & Company  
John Toborg – Division Manager  
Landscape Inspection Services



Rizzetta & Company  
Professionals in Community Management



# Blanche Armwood, Reed

## UPDATES, SUMMARY, CURRENT EVENTS:

The following are action items for Yellowstone Landscape to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Underlined bold** is info. or questions for the BOS. **Orange is for Staff.**

1. Hand pull weeds in the east ROW of Blanche Armwood.
2. Remove the flapping tree straps on the trees surrounding the Legacy.
3. When will the remaining tree stumps be removed? **Does the BOS want to replace these trees. There is also still a leaning tree on the east side of Blanche Armwood north of Ray Charles. (Pics 3a & b>)**
5. By this point, we have not had a whole lot of cold weather, so why is the turf on the Reed promenade off-color? Is there something else at play here? (Pic 5>)
6. What was the last date for OTC injections?
7. Flax Lily beds still require attention and contain a lot of dead growth. (Pic 7>)



4. Crews need to be more cautious when applying herbicides at tree rings and bed lines. There is a lot of herbicide overspray. **There remain also two sliced driplines in this bed on the SW corner of the Reed promenade. (Pic 4>)**





# Reed, Ella, Legacy



10. Remove broken branches that are hanging from several Oaks on the property.

11. This bed of Flax Lily on the NW corner of the Ella promenade is very weedy and has a lot of dead growth. (Pic 11)



12. Can Yellowstone provide an update regarding the irrigation break under the Tempo driveway. (Pic 12)



8. Turf is not improving on the roundabout or the south side of the Reed promenade. (Pic 8)



13. The water has finally stopped running from the faucet on the west end of the Ella promenade.

14. There is still no new tree on the SW corner of the Legacy.

9. Hand pull water shoots from the East Palatka Hollies in front of the Reed.





# Chiller Park, Navara, Trio

15. Only one of the soil piles had been removed from the Chiller Park meadow. I personally called Springer Environmental who assured me it would be removed that week. (Pic 15)



16. I also discussed areas of the meadow with Springer Environmental that appeared to be partially dug up. He did state that some plants were becoming too dominant and needed to be thinned out. Not sure if these are the areas or not. (Pic 16)



17. Treat fire ants along the Chiller Park pavers. Also make sure the pavers are edged and weeds are being eradicated from the paver joints. (Pic 17>)

18. I believe the Chiller Park meadow will next be mowed down in January once seeds have cured.

19. The triangular island on Hank Ballard on the south side of the roundabout is very weedy.

20. Once again, it appears the St. Augustine turf on the church property is much taller than all other turf. Is this being mowed regularly? (Pic 20>)

21. **Dead fronds still need to be removed from the perimeter of Navara. (Pic 21)**



22. Hand pull weeds from the planters on the east and south sides of the Trio. Make sure the Dwarf Asian Jasmine is being kept trimmed behind the curb.





# Church

23. All trees on the east side of Central need to be lifted between Ray Charles and Scott Street.



## Tab 2

# ENCORE

## IS Energy Management Report

October 2022



Account Engineer: Frank Garfi, 813-610-7569 (c), frank.garfi@trane.com

### Customer

Encore – Central Energy Plant  
1237 E Harrison St | Tampa, FL



SECTION 1: System Ton-Hour Usage

SECTION 2: CEP Key Performance Trends

SECTION 3: Building Efficiency Analysis

SECTION 4: Energy Trends and Usage

### Customer Contacts

Donald Haggerty, 813-341-9101

[Donald.Haggerty@thafl.com](mailto:Donald.Haggerty@thafl.com)

Vanessa Smith, 813-533-2950

[VSmith@rizzetta.com](mailto:VSmith@rizzetta.com)

Jennifer Goldyn, 813-533-2950

[JGoldyn@rizzetta.com](mailto:JGoldyn@rizzetta.com)

SECTION 5: Time of Use Electric Rates

SECTION 6: Operations, Maintenance & Repairs

SECTION 7: Lot Management Activities

SECTION 8: Project Management Activities





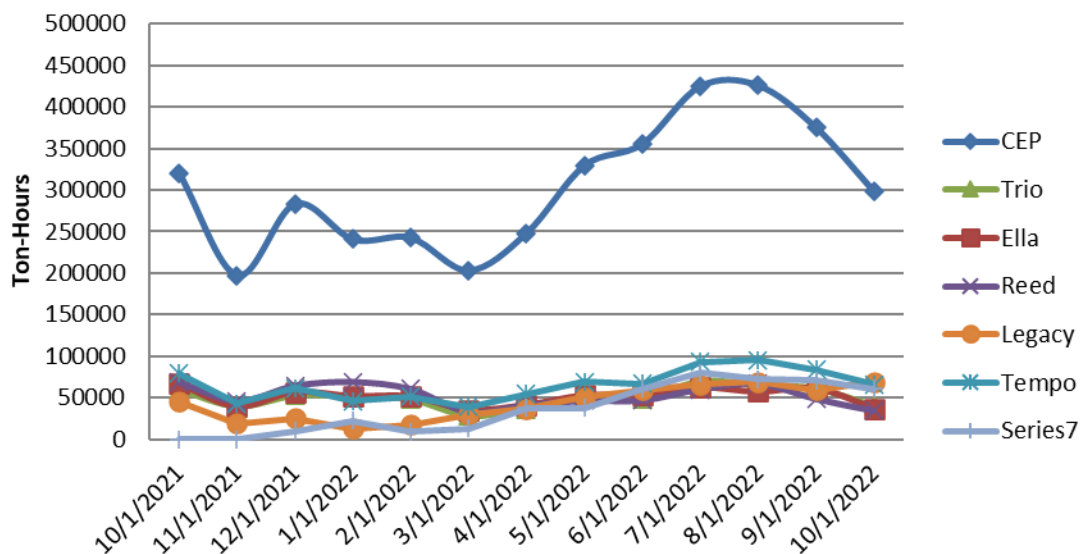
## SECTION 1: System Ton-Hour Usage

- CEP total kWh consumption decreased 30%, and the total cooling degree days decreased 32% from the previous month.
- The performance metrics below indicate a CEP efficiency of .57 kW/ton.
- Ton-Hour consumption decreased 20% from the previous month.

September Ton-Hour Consumption		CEP Metrics	
CEP	375,365	kWh	243,346
Trio	61,788		
Ella	61,489	Total Tons	1,501,460
Reed	48,758		
Legacy	59,472	Ton-Hours	375,365
Tempo	83,397		
Navara	60,461	kW per Ton	0.65

October Ton-Hour Consumption		CEP Metrics	
CEP	298,780	kWh	170,485
Trio	40,969		
Ella	36,983	Total Tons	1,195,120
Reed	34,393		
Legacy	69,097	Ton-Hours	298,780
Tempo	66,185		
Navara	51,152	kW per Ton	0.57

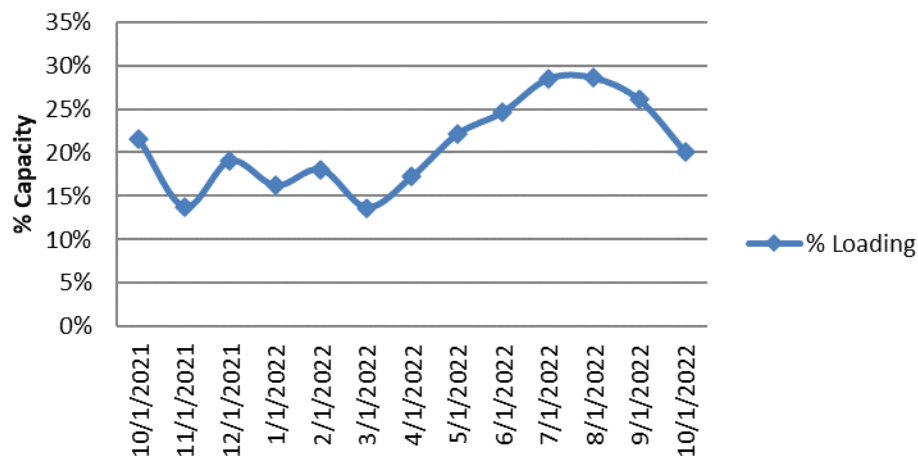
## Encore Ton-Hours Consumption History



## SECTION 2: CEP Key Performance Trends

	This Period	Last Period	Year-to-date	Comments
<b>Plant Efficiency (kW/ton)</b>	.57	.65	Avg: .49	This period was below average efficiency.
<b>Days Failed to Make Ice</b>	31	30	304	Chiller #1 down for repair
<b>Minimum Ice Level</b>	-0.6%	-2%	6.3%	Ice making begins after ice level has been below 20% for 15 minutes and tank glycol temperature is above 33°F.
<b>Average Days on Ice Tanks</b>	0	0	0	On average, the plant can run about 50% of the day on the ice tanks.
<b>Maximum Days on Ice Tanks</b>	0	0	0	Longer cycles between ice regeneration occurs during cooler months.
<b>Maximum Hours on Ice</b>	1	0	0.3	The one hour this period is a false reading
<b>Tower Conductivity Blow Down Gallons</b>	18,905	17017	230,438	See graph of water usage below
<b>Tower Overflow/softener Blow Down Gallons</b>	0	0	0	See graph of water usage below
<b>Average CHW Supply Temperature</b>	40.3	40.9	40.2	Distribution Setpoint = 39.0 degrees.

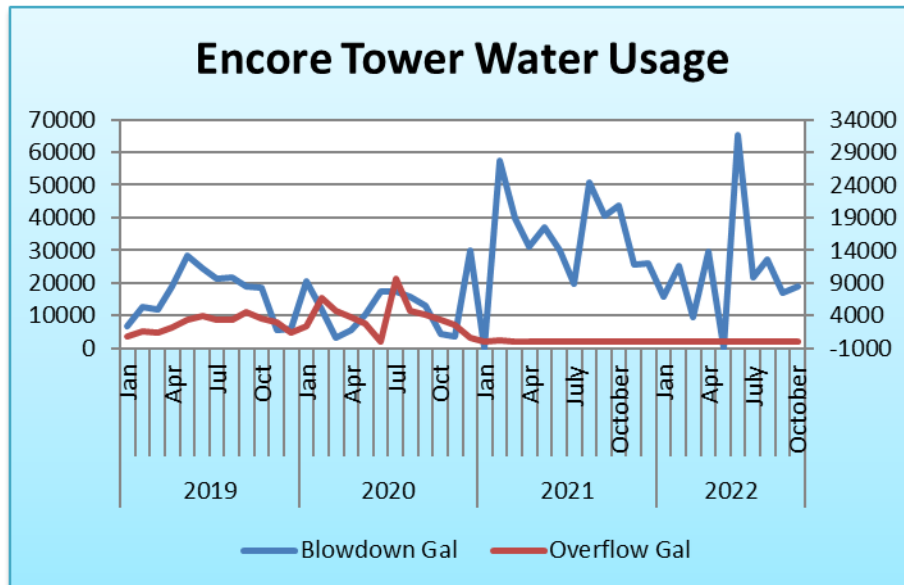
### Encore Plant Loading



- Current month Plant Loading of 20% was slightly lower than last month due to a decrease in Ton-Hour consumption.

## Central Plant System Information

Row Labels	Average CHWR Temp	Average CHWS Temp	Average Delta T	Average System Flow	System Tons	Ton/Hrs	kWh	kW/Ton	CDD
2021									
Jan	38.8	37.0	1.8	1,137	262,143	65,536	84,142	1.28	51
Feb	43.1	40.2	2.9	1,226	403,844	100,961	113,039	1.12	133
Mar	45.0	40.4	4.6	1,007	570,504	142,626	106,868	0.75	206
Apr	46.2	39.8	6.4	836	641,280	160,320	128,594	0.80	277
May	46.4	41.4	5.1	1,665	897,292	224,323	220,136	0.98	474
Jun	45.0	40.7	4.4	2,048	1,072,272	268,068	277,266	1.03	527
Jul	45.9	41.2	4.7	2,020	1,177,741	294,435	262,658	0.89	590
Aug	46.3	41.3	5.1	1,962	1,233,906	308,477	231,974	0.75	586
Sep	46.4	41.1	5.3	1,911	1,186,983	296,746	230,823	0.78	519
Oct	46.3	40.7	5.5	1,859	1,279,256	319,814	144,809	0.45	457
Nov	43.6	40.6	3.0	2,200	789,742	197,435	119,416	0.60	144
Dec	44.6	40.6	4.0	2,264	1,133,218	283,304	132,175	0.47	204
2022									
Jan	44.1	40.5	3.6	2,161	962,736	240,684	102,153	0.42	81
Feb	44.5	40.6	3.9	2,248	969,727	242,432	113,722	0.47	149
Mar	44.3	40.6	3.7	1,816	812,952	203,238	87,784	0.43	277
Apr	44.7	40.4	4.3	1,922	992,030	248,008	106,996	0.43	332
May	44.9	40.4	4.5	2,420	1,317,299	329,325	118,025	0.36	500
Jun	43.7	40.4	3.4	3,573	1,421,737	355,434	182,555	0.51	582
Jul	43.4	40.0	3.4	4,061	1,698,141	424,535	241,213	0.57	633
Aug	43.4	40.0	3.5	3,978	1,703,347	425,837	210,233	0.49	601
Sep	42.0	39.1	3.0	4,181	1,501,460	375,365	243,346	0.65	484
Oct	43.5	40.3	3.2	2,997	1,195,120	298,780	170,485	0.57	328





### SECTION 3: Building Efficiency Analysis

#### Navara - Plant and Building Side Heat Exchanger Information

Navara Plant Side HX	Average Return Temp	Average Supply Temp	Average Flow (GPM)	Total Tons	Average Delta T	Average Delta T Setpoint	Average Mixing Valve Signal
2022	46.4	40.6	381	345,712	5.9	8.0	14.1
Sep	49.1	41.4	242	140,586	7.9	8.0	0.0
Oct	44.8	40.1	464	205,126	4.7	8.0	14.1

Navara Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average Delta T	Average CHW Return Flow	Average CHW Setpoint	Total Bldg Tons	Average System CHW Diff Pressure
2022	48.6	40.5	8.0	255	42	257,030	2.3
Oct	48.6	40.5	8.0	255	42	257,030	2.3

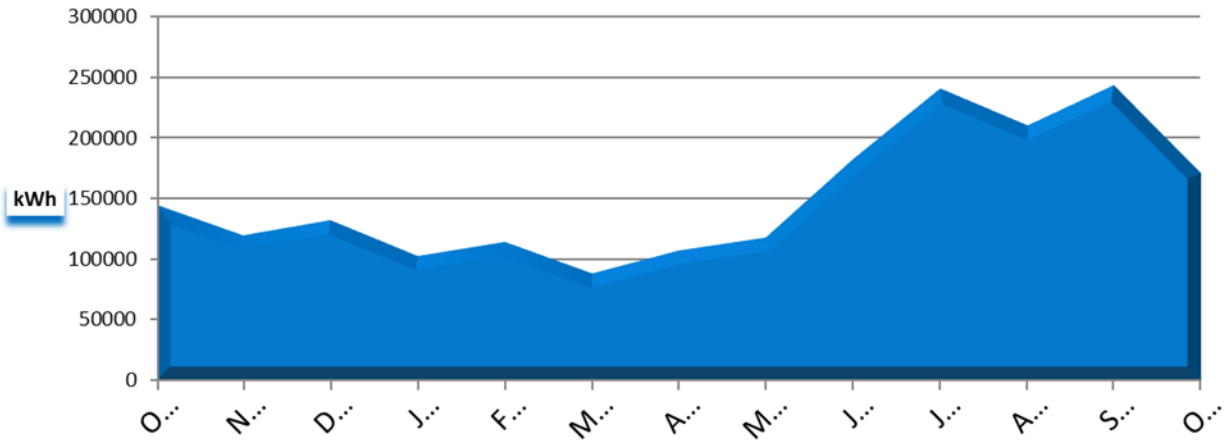
#### Legacy - Plant and Building Side Heat Exchanger Information

Legacy Plant Side HX	Average Return Temp	Average Supply Temp	Average Flow (GPM)	Total Tons	Average Delta T	Average Delta T Setpoint	Average Mixing Valve Signal
2022	52.1	40.7	148	324,871	11.5	10.1	74.9
Sep	52.3	41.6	172	124,856	11.1	10.2	73.3
Oct	52.0	40.2	135	200,015	11.8	10.0	75.7

Legacy Bldg Side HX	Average Return Temp	Average Supply Temp	Average Flow (GPM)	Total Tons	Average Delta T	Average Delta T Setpoint
2022	52.9	43.4	144	265,204	9.6	10
Sep	53.3	43.7	167	108,373	9.6	10
Oct	52.7	43.2	131	156,832	9.5	10

## SECTION 4: Energy Trends and Usage

### Encore CEP Energy Trend



The following chart shows the savings or loss month to month compared to last year. A red negative number indicates an increase in usage or cost from the previous year and a green plus value indicates a savings in usage or cost from the previous year.

CEP						
Month	2021 KWH	2021 Cost	2022 KWH	2022 Cost	KWH Difference	Cost Savings
January	84,142	\$9,346.21	102,153	\$8,628.54	-18,011	\$717.67
February	113,039	\$11,407.84	113,722	\$10,171.48	-683	\$1,236.36
March	106,868	\$10,030.52	87,784	\$8,856.09	19,084	\$1,174.43
April	128,594	\$11,802.32	106,996	\$12,017.24	21,598	-\$214.92
May	220,136	\$17,834.87	118,025	\$10,980.91	102,111	\$6,853.96
June	277,266	\$25,771.21	182,555	\$17,783.76	94,711	\$7,987.45
July	262,658	\$24,103.31	241,213	\$20,641.53	21,445	\$3,461.78
August	231,974	\$21,793.12	210,233	\$19,059.48	21,741	\$2,733.64
September	230,823	\$21,869.37	243,346	\$20,873.35	-12,523	\$996.02
October	144,809	\$15,934.95	170,485	\$16,532.82	-25,676	-\$597.87
November	119,416	\$11,578.97				
December	132,175	\$15,670.05				
Totals	2,051,900	\$197,142.74	1,576,512	\$145,545.20	223,797	\$24,348.52





## SECTION 5: Time of Use Electric Rates

### Tampa Electric Monthly Charges

Daily Basic Service Charge (based on number of days in the month)	\$1.08000
Billing Demand Charge (based on demand)	\$4.44000/kW
Peak Demand Charge (based on peak demand)	\$9.06000/kW
Capacity Charge (based on demand)	\$0.017000/kW
Storm protection Charge (based on demand)	\$0.59000/kW
Energy Conservation Charge (based on demand)	\$0.81000/kW
Environmental Cost Recovery (based on kWh used)	\$0.00130/kWh
Clean Energy Transition Mechanism (based on demand)	\$1.10000/Kw
Florida Gross Receipt tax	
Franchise Fee	
State Tax	

Tampa Electric Rate Structure	Summer – April thru October		Winter – November thru March			
	ON Peak	OFF Peak	ON Peak	OFF Peak	ON Peak	OFF Peak
	Noon to 9 pm	9 pm to Noon	6 am to 10 am	10 am to 6 pm	6 pm to 10 pm	10 pm to 6 am
Energy Charge	\$0.01193/kWh	\$0.00571/kWh	\$0.01183/kWh	\$0.00566/kWh	\$0.01183/kWh	\$0.00566/kWh
Fuel Charge	\$0.04480/kWh	\$0.03974/kWh	\$0.04480/kWh	\$0.03974/kWh	\$0.04480/kWh	\$0.03974/kWh
Future Ice Schedule	Melt	Make	Melt	Make	Melt	Make



**SECTION 6: Operations, Maintenance, and Repair Status**



**SECTION 7: Lot Management Activities**

## SECTION 8: Project Management Activities



## **Tab 2A**

# ENCORE

## IS Energy Management Report

November 2022



Account Engineer: Frank Garfi, 813-610-7569 (c), frank.garfi@trane.com

### Customer

Encore – Central Energy Plant  
1237 E Harrison St | Tampa, FL



SECTION 1: System Ton-Hour Usage

SECTION 2: CEP Key Performance Trends

SECTION 3: Building Efficiency Analysis

SECTION 4: Energy Trends and Usage

### Customer Contacts

Donald Haggerty, 813-341-9101

[Donald.Haggerty@thafl.com](mailto:Donald.Haggerty@thafl.com)

Vanessa Smith, 813-533-2950

[VSmith@rizzetta.com](mailto:VSmith@rizzetta.com)

Jennifer Goldyn, 813-533-2950

[JGoldyn@rizzetta.com](mailto:JGoldyn@rizzetta.com)

SECTION 5: Time of Use Electric Rates

SECTION 6: Operations, Maintenance & Repairs

SECTION 7: Lot Management Activities

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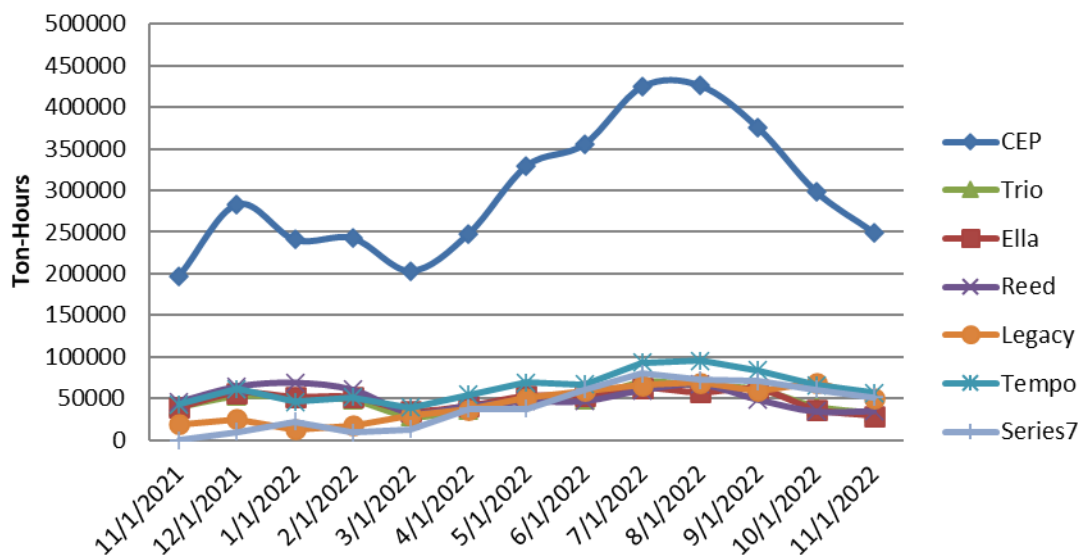
## SECTION 1: System Ton-Hour Usage

- CEP total kWh consumption increased 8%, and the total cooling degree days decreased 29% from the previous month.
- The performance metrics below indicate a CEP efficiency of .74 kW/ton.
- Ton-Hour consumption decreased 16% from the previous month.

October Ton-Hour Consumption		CEP Metrics	
CEP	298,780	kWh	170,485
Trio	40,969		
Ella	36,983	Total Tons	1,195,120
Reed	34,393		
Legacy	69,097	Ton-Hours	298,780
Tempo	66,185		
Navara	51,152	kW per Ton	0.57

November Ton-Hour Consumption		CEP Metrics	
CEP	249,678	kWh	184,527
Trio	33,100		
Ella	29,322	Total Tons	998,713
Reed	34,914		
Legacy	49,875	Ton-Hours	249,678
Tempo	56,608		
Navara	45,860	kW per Ton	0.74

## Encore Ton-Hours Consumption History

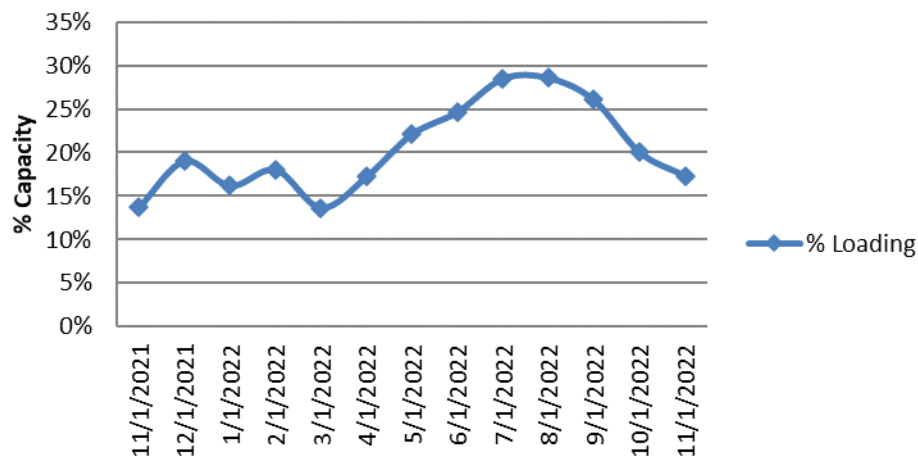




## SECTION 2: CEP Key Performance Trends

	This Period	Last Period	Year-to-date	Comments
<b>Plant Efficiency (kW/ton)</b>	.74	.57	Avg: .51	This period was below average efficiency.
<b>Days Failed to Make Ice</b>	30	31	334	Chiller #1 down for repair
<b>Minimum Ice Level</b>	-2.1%	-6%	5.5%	Ice making begins after ice level has been below 20% for 15 minutes and tank glycol temperature is above 33°F.
<b>Average Days on Ice Tanks</b>	0	0	0	On average, the plant can run about 50% of the day on the ice tanks.
<b>Maximum Days on Ice Tanks</b>	0	0	0	Longer cycles between ice regeneration occurs during cooler months.
<b>Maximum Hours on Ice</b>	0	0	0.3	The one hour this period is a false reading
<b>Tower Conductivity Blow Down Gallons</b>	3,944	18,905	234,382	See graph of water usage below
<b>Tower Overflow/softener Blow Down Gallons</b>	0	0	0	See graph of water usage below
<b>Average CHW Supply Temperature</b>	40.3	40.3	40.2	Distribution Setpoint = 39.0 degrees.

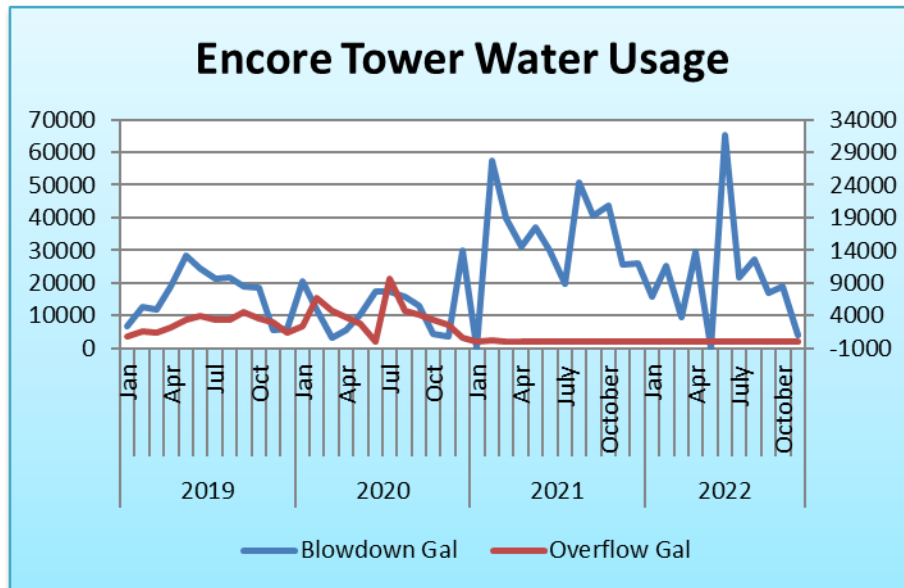
### Encore Plant Loading



- Current month Plant Loading of 17% was slightly lower than last month due to a decrease in Ton-Hour consumption.

## Central Plant System Information

	Average CHWR	Average CHWS	Average Delta	Average System					
Row Labels	Temp	Temp	T	Flow	System Tons	Ton/Hrs	kWh	kW/Ton	CDD
2021									
Jan	38.8	37.0	1.8	1,137	262,143	65,536	84,142	1.28	51
Feb	43.1	40.2	2.9	1,226	403,844	100,961	113,039	1.12	133
Mar	45.0	40.4	4.6	1,007	570,504	142,626	106,868	0.75	206
Apr	46.2	39.8	6.4	836	641,280	160,320	128,594	0.80	277
May	46.4	41.4	5.1	1,665	897,292	224,323	220,136	0.98	474
Jun	45.0	40.7	4.4	2,048	1,072,272	268,068	277,266	1.03	527
Jul	45.9	41.2	4.7	2,020	1,177,741	294,435	262,658	0.89	590
Aug	46.3	41.3	5.1	1,962	1,233,906	308,477	231,974	0.75	586
Sep	46.4	41.1	5.3	1,911	1,186,983	296,746	230,823	0.78	519
Oct	46.3	40.7	5.5	1,859	1,279,256	319,814	144,809	0.45	457
Nov	43.6	40.6	3.0	2,200	789,742	197,435	119,416	0.60	144
Dec	44.6	40.6	4.0	2,264	1,133,218	283,304	132,175	0.47	204
2022									
Jan	44.1	40.5	3.6	2,161	962,736	240,684	102,153	0.42	81
Feb	44.5	40.6	3.9	2,248	969,727	242,432	113,722	0.47	149
Mar	44.3	40.6	3.7	1,816	812,952	203,238	87,784	0.43	277
Apr	44.7	40.4	4.3	1,922	992,030	248,008	106,996	0.43	332
May	44.9	40.4	4.5	2,420	1,317,299	329,325	118,025	0.36	500
Jun	43.7	40.4	3.4	3,573	1,421,737	355,434	182,555	0.51	582
Jul	43.4	40.0	3.4	4,061	1,698,141	424,535	241,213	0.57	633
Aug	43.4	40.0	3.5	3,978	1,703,347	425,837	210,233	0.49	601
Sep	42.0	39.1	3.0	4,181	1,501,460	375,365	243,346	0.65	484
Oct	43.5	40.3	3.2	2,997	1,195,120	298,780	170,485	0.57	328
Nov	43.4	40.3	3.1	2,782	998,713	249,678	184,527	0.74	233



### SECTION 3: Building Efficiency Analysis

#### Navara - Plant and Building Side Heat Exchanger Information

Navara Plant Side HX	Average Return Temp	Average Supply Temp	Average Flow (GPM)	Total Tons	Average Delta T	Average Delta T Setpoint	Average Mixing Valve Signal
2022	46.5	40.4	336	516,753	6.2	8.0	20.4
Sep	49.1	41.4	242	140,586	7.9	8.0	0.0
Oct	44.8	40.1	464	205,126	4.7	8.0	14.1
Nov	46.7	40.1	261	171,041	6.6	8.0	26.8

Navara Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average Delta T	Average CHW Return Flow	Average CHW Setpoint	Total Bldg Tons	Average System CHW Diff Pressure
2022	48.7	41.6	7.1	249	42	441,070	2.3
Oct	48.6	40.5	8.0	255	42	257,030	2.3
Nov	48.9	42.7	6.2	243	42	184,040	2.3

#### Legacy - Plant and Building Side Heat Exchanger Information

Legacy Plant Side HX	Average Return Temp	Average Supply Temp	Average Flow (GPM)	Total Tons	Average Delta T	Average Delta T Setpoint	Average Mixing Valve Signal
2022	51.8	40.5	136	485,559	11.4	10.0	59.7
Sep	52.3	41.6	172	124,856	11.1	10.2	73.3
Oct	52.0	40.2	135	200,015	11.8	10.0	75.7
Nov	51.5	40.2	117	160,688	11.3	10.0	35.7

Legacy Bldg Side HX	Average Return Temp	Average Supply Temp	Average Flow (GPM)	Total Tons	Average Delta T	Average Delta T Setpoint
2022	52.6	43.3	132	385,978	9.2	10
Sep	53.3	43.7	167	108,373	9.6	10
Oct	52.7	43.2	131	156,832	9.5	10
Nov	52.0	43.3	113	120,774	8.8	10

#### Ella - Building Side Heat Exchanger Information

Ella Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average Delta T	Average CHW Return Flow	Average CHW Setpoint	Total Bldg Tons
2022	55.0	42.0	12.9	160	42	253,568
Nov	55.0	42.0	12.9	160	42	253,568

#### Reed - Building Side Heat Exchanger Information

Reed Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average Delta T	Average CHW Return Flow	Average CHW Setpoint	Total Bldg Tons	Average CHW Diff Pressure
2022	53.5	42.6	10.9	141	44	182,145	19.9
Nov	53.5	42.6	10.9	141	44	182,145	19.9

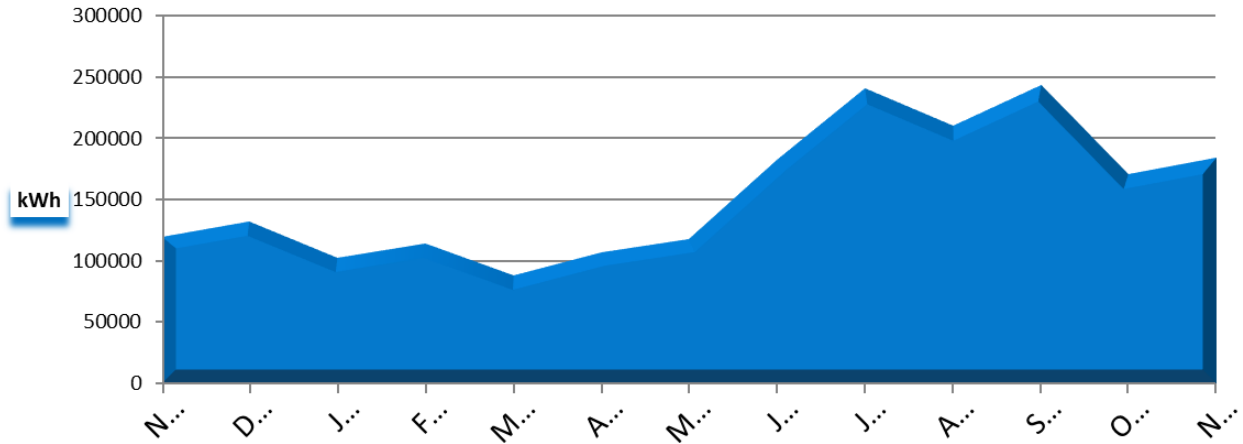
#### Trio - Building Side Heat Exchanger Information

Trio Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average CHW Return Flow	Average CHW Delta T	Average Bldg Tons	Average DP Setpoint	Average CHW Diff Pressure
2022	55.3	51.1	2104	4.2	346	17.5	17.5
Nov	55.3	51.1	2104	4.2	346	17.5	17.5



## SECTION 4: Energy Trends and Usage

### Encore CEP Energy Trend



The following chart shows the savings or loss month to month compared to last year. A red negative number indicates an increase in usage or cost from the previous year and a green plus value indicates a savings in usage or cost from the previous year.

CEP						
Month	2021 KWH	2021 Cost	2022 KWH	2022 Cost	KWH Difference	Cost Savings
January	84,142	\$9,346.21	102,153	\$8,628.54	-18,011	\$717.67
February	113,039	\$11,407.84	113,722	\$10,171.48	-683	\$1,236.36
March	106,868	\$10,030.52	87,784	\$8,856.09	19,084	\$1,174.43
April	128,594	\$11,802.32	106,996	\$12,017.24	21,598	-\$214.92
May	220,136	\$17,834.87	118,025	\$10,980.91	102,111	\$6,853.96
June	277,266	\$25,771.21	182,555	\$17,783.76	94,711	\$7,987.45
July	262,658	\$24,103.31	241,213	\$20,641.53	21,445	\$3,461.78
August	231,974	\$21,793.12	210,233	\$19,059.48	21,741	\$2,733.64
September	230,823	\$21,869.37	243,346	\$20,873.35	-12,523	\$996.02
October	144,809	\$15,934.95	170,485	\$16,532.82	-25,676	-\$597.87
November	119,416	\$11,578.97	184,527	\$15,869.78	-65,111	-\$4,290.81
December	132,175	\$15,670.05				
Totals	2,051,900	\$197,142.74	1,761,039	\$161,414.98	158,686	\$20,057.71

## SECTION 5: Time of Use Electric Rates

### Tampa Electric Monthly Charges

Daily Basic Service Charge (based on number of days in the month)	\$1.08000
Billing Demand Charge (based on demand)	\$4.44000/kW
Peak Demand Charge (based on peak demand)	\$9.06000/kW
Capacity Charge (based on demand)	\$0.017000/kW
Storm protection Charge (based on demand)	\$0.59000/kW
Energy Conservation Charge (based on demand)	\$0.81000/kW
Environmental Cost Recovery (based on kWh used)	\$0.00130/kWh
Clean Energy Transition Mechanism (based on demand)	\$1.10000/Kw
Florida Gross Receipt tax	
Franchise Fee	
State Tax	

Tampa Electric Rate Structure	Summer – April thru October		Winter – November thru March			
	ON Peak	OFF Peak	ON Peak	OFF Peak	ON Peak	OFF Peak
	Noon to 9 pm	9 pm to Noon	6 am to 10 am	10 am to 6 pm	6 pm to 10 pm	10 pm to 6 am
Energy Charge	\$0.01193/kWh	\$0.00571/kWh	\$0.01183/kWh	\$0.00566/kWh	\$0.01183/kWh	\$0.00566/kWh
Fuel Charge	\$0.04480/kWh	\$0.03974/kWh	\$0.04480/kWh	\$0.03974/kWh	\$0.04480/kWh	\$0.03974/kWh
Future Ice Schedule	Melt	Make	Melt	Make	Melt	Make



**SECTION 6: Operations, Maintenance, and Repair Status**



**SECTION 7: Lot Management Activities**

## SECTION 8: Project Management Activities

## Tab 3



**RESOLUTION 2023-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCIES IN SEATS 1 AND 5 ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), *FLORIDA STATUTES*; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Encore Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, on November 8, 2022, two (2) members of the Board of Supervisors ("**Board**") are to be elected by the "**Qualified Electors**" of the District, as that term is defined in Section 190.003, *Florida Statutes*; and

**WHEREAS**, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

**WHEREAS**, at the close of the qualifying period there were no Qualified Electors qualified to run for two (2) of the seats available for election by the Qualified Electors of the District; and

**WHEREAS**, pursuant to Section 190.006(3)(b), *Florida Statutes*, the Board shall declare the seats vacant, effective the second Tuesday following the general election; and

**WHEREAS**, Qualified Electors are to be appointed to the vacant seats within 90 days thereafter; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT:**

**1. DECLARATION OF VACANT BOARD SUPERVISOR SEATS.** The following seats are hereby declared vacant effective as of November 22, 2022:

Seat #1 (currently held by Hazel Harvey)  
Seat #5 (currently held by Teresa Morning)

**2. INCUMBENT BOARD SUPERVISORS.** Until such time as the Board nominates Qualified Electors to fill the vacancies declared in Section 1 above, the incumbent Board Supervisors of those respective seats shall remain in office.

**3. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**4. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2022.

ATTEST:

**SANCTUARY COVE COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Chairperson, Board of Supervisors

## Tab 4

Lot 12 Chilled Water Piping Upgrade Post Design Services  
Proposal Summary



Contractor	Contact	Proposal Amount	Notes
Cardno	Bryan Zarlenga	\$15,600	
Master Consulting Engineers Inc	Stevie Lockhart	\$1,950	
Voltair	Stevie Lockhart	\$15,240	
TOTAL POST DESIGN SERVICES		\$32,790	



October 26, 2022

Jennifer Goldyn  
Encore Community Development District  
9428 Camden Field Parkway  
Tampa, FL 33578

380 Park Place Blvd  
Suite 300  
Clearwater, FL 33759  
USA

Phone 727 531 3505  
Phone 800 861 8314  
Fax 727 539 1294

Re: Encore - Chiller Plant Piping to Lot 12 (1237 E. Harrison Street)  
Scope and Fee for Professional Engineering Post Design Services

[www.Cardno.com](http://www.Cardno.com)

Dear Jennifer:

As you are aware, Trane was selected to construct the chilled water piping from the plant located at 1237 E. Harrison Street, in downtown Tampa to the Lot 12 site via crossing Harrison Avenue. Cardno and our design sub-consultants are prepared to support the Owner (Tampa Housing Authority), the Encore CDD and the Owner's Representative by providing post design services throughout the three (3) month construction schedule. As such, Cardno is pleased to present our proposal to the Encore Community Development District to provide the below outlined services for the subject project.

### **Project Understanding**

As Encore CDD Engineer and Project Manager, Greg Woodcock will be responsible for preparing, attending and running the Project Meetings for this project. It was agreed that Greg would directly charge the Encore CDD for his effort in this task. As the Engineer of Record for the Design Phase of the project, Bryan Zarlenga will support Greg as needed. It is assumed Bryan's time will be estimated to attend up to two (2) meetings (i.e. Pre-Construction and one (1) Project Meeting). Should additional meetings be required, they would be charged in accordance with our Hourly Rate Schedule listed below.

In addition to the Project Meetings, Cardno and its design professionals will attend up to five (5) on-site site visits throughout the duration of the construction. These site visits could include response to an Request for Information (RFI), testing observation, punch list, pay application review, and/or general site inspection for work progress. Should additional site visits beyond the five (5) be required, they would be conducted on a per site visit basis in the amount of \$ 1,500 per visit.

Cardno will also provide administrative support throughout construction, including: Shop Drawing Reviews (assume 5), RFI's, Pay Application Reviews (assume 3), and record drawing submittals.

It is assumed that As-Built Drawings, Surveys, Testing, Right-of-Way Permit, Maintenance of Traffic, Means & Methods, Job Safety, Construction Schedule and other related functions of the General Contractor (Trane) and their Sub-Contractors are not included in this scope of work.

Cardno will provide these services for the following **lump sum fee**:

**Post Design Services ( OAC Meetings - 2) - \$ 3,000**

**Post Design Services (Site Visits – 5 @ \$ 1,500 per Visit) - \$ 7,500**

**Post Design Services (Administrative Support) (~ 30 hrs) - \$ 5,100**

Attendance at any additional meetings, permit fees/expenses (as applicable), and permit plan updates, would be conducted on an hourly rate, in accordance with the attached rate schedule. If services not specifically identified as part of this scope of services are determined to be required, a separate scope of services and fee shall be provided. Note, Mechanical and Structural Consultants have provided separate scopes of work and fee structures. Please refer to those contracts as appropriate.

We truly appreciate this opportunity and look forward to continuing our relationship and work on this important project. Should this proposal meet with your approval, please sign below and we will issue a formal contract for your execution. Please contact me at (727) 431-1547 if you have any questions or require additional information.

Sincerely,

---

Bryan L. Zarlenga, PE  
Practice Group Manager – Site Development

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Encore Community Development District  
Authorized Signature

For Cardno



## 2023 Rate Schedule

CLASSIFICATION	RATE
PRINCIPAL	\$300
CHIEF ENGINEER / ENGINEER OF RECORD	\$240
SENIOR ENGINEER	\$185
PROJECT MANAGER	\$170
SENIOR PLANNER	\$160
CDD ENGINEER	\$155
DEMOGRAPHER/ECONOMIST	\$170
ENGINEER	\$135
ENGINEER INTERN	\$110
SENIOR DESIGNER	\$125
DESIGNER	\$120
PLANNER	\$115
SENIOR TECHNICIAN	\$110
CONSTRUCTION INSPECTOR I	\$100
ADMINISTRATIVE SUPPORT	\$85

For Expert Witness Testimony and related services, a surcharge of 50 percent will apply.

Effective Period: thru June 30, 2023

Rates are subject to adjustment as appropriate to compensate for inflation, cost of doing business and/or changes in the workforce

September 16, 2022

Mr. Bryan L. Zarlenga, PE  
Senior Principal  
Cardno  
380 Park Place Blvd. Suite 300  
Clearwater, Florida 33759

RE: Encore CEP – Lot 12  
Construction Administration

Bryan,

Master Consulting Engineers, Inc. (MCE) is pleased to present this proposal to provide Construction Administration engineering services for the project noted above.

MCE Basic Scope of Service for this project is limited to:

- a) Our Construction Administration (CA) is limited to Shop Drawing review for the structural elements designed by MCE and responses to RFI's. Any additional CA and site visits will be billed hourly as per our schedule of charges included herein. Contractor requests for changes are considered additional services; time spent researching contractor's requests are considered additional services.
- b) All project coordination meetings to be conducted via web meetings.
- c) (1)-One site visit has been included in this proposal for inspections once all framing has been completed.
- d) Final preparation of Record Drawings.

Information and Services provided by the Client:

The Client shall provide the following information and/or services for performance of the Basic Scope of Services indicated above:

- a) Shop Drawings for the Structural elements designed by MCE with ample time to be reviewed, 10 Working Days minimum.
- b) Notification at least 4 days prior to any inspection, a more precise day and time can be provided within 24 hrs. notice.
- c) Steel connections (Welds and Bolts) Calculations with Steel Shop Drawings Signed and sealed by a Registered Professional Engineer in the State where the Project is being built, including roof metal deck connection to supporting elements.
- d) Steel Connections testing reports from a testing lab signed and sealed by a Registered Professional Engineer in the State where the project is being built.
- e) Concrete test reports from a testing lab signed and sealed by a Registered Professional Engineer in the State where the project is being built.

MCE proposes to provide the Basic Scope of Services indicated above for a lump sum fee as follows:

Basic Scope of Services Design: **\$1,950.00** plus ordinary expenses



Invoicing will be on a monthly basis in accordance with the amount of work done. Invoices are due in thirty (30) days from the date they are submitted.

MCE will furnish the Client at his request, a certificate of the Engineer's Professional Liability with limits of \$2 million per claim and \$2 million aggregate. If a greater liability limit is required, the Client will advise MCE.

**MCE Liability is limited to the insurance policy, an individual employee or agent may not be held individually liable for negligence (FS 558.0035-1c).**

Should you be in agreement with this proposal, please signify by signing in the space provided below and return a copy to our office for our files. If drawings are received by us with instructions to proceed with work in this project, it will be understood that the proposal has been accepted as is, even though a signed copy has not been received.

Very truly yours,  
Master Consulting Engineers, Inc.



Stevie Lockhart, PE  
Senior Engineer

Accepted by: \_\_\_\_\_ Title

**STANDARD SCHEDULE OF CHARGES**

**I. PAYMENT FOR SERVICES**

- A. When Master Consulting Engineers, Inc. (MCE) is to be paid on the basis of time expended and expenses incurred on the project, compensation shall be determined as noted in Sections I and II hereunder.
- B. All time spent by MCE personnel, will be billed at the rates below. Current rates for each personnel classification are as noted in the table below. These rates will remain effective for a period of one year from the Effective Date of this schedule. The noted rates may thereafter be modified by MCE at six-month intervals depending on market conditions in accordance with the standard rates then being charged by MCE to other clients. However, any increase in the minimum and maximum rates will not exceed ten percent (10%) in any six-month period.

<u>Classification</u>	<u>Rate Per Hour</u>
Sr. Principal	\$ 225.00
Principal	\$ 200.00
Project Manager / Sr. Engineer	\$ 175.00
Project/ Design Engineer	\$ 125.00
Technician / CAD Operator	\$ 85.00
Administrative	\$ 90.00

A 50% premium (1 ½ times) will be charged over the rates indicated above for those hours required to be spent during Saturday, Sunday, Holidays or any day between 7:00pm and midnight and between midnight and 7:00am.

**II. PAYMENT FOR OTHER DIRECT NON-SALARY EXPENSES**

- A. All other expenses incurred will be separately billed at actual cost plus 10%. Such expenses include, but are not necessarily limited to, subcontractor, consultant, laboratory, and other outside vendor charges; Courier services, special delivery, long-distance phone and other communications; reproduction; special equipment costs necessary for project execution; special insurance premiums; and any other costs not otherwise part of general office overhead.

- B. The use of company or employee-owned cars on the project will be billed at the rate authorized by the Internal Revenue Service (\$0.58) per mile as of the Effective Date of this Schedule. In the event rental vehicles are used at the option of the firm, the actual rental charges plus 15% will be billed in lieu of the mileage rate.

### **III. INVOICES AND PAYMENT TERMS**

Unless otherwise agreed to in writing, invoices for all services regardless of billing type (time and expense, fixed fee, etc.) will be issued every month, payable within 30 days of the invoice date. Interest of one percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. All reasonable attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

MCE has the right to suspend services or terminate its obligations under this agreement if any invoiced amounts are not paid within 60 days. Once services are suspended for nonpayment, they will be resumed at the convenience of MCE when all principal amounts and accrued interest are paid in full. In the event of termination, MCE has the right to payment from the Client for reasonable costs associated with termination. Any election to suspend services shall not preclude a later election to terminate. Any failure by MCE to terminate or suspend services shall not constitute a waiver of these or any other rights. All rights and remedies in this Section III are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available at law or equity.

### **IV. TAXES**

The Client shall pay the cost of any sales, use, excise, value added or similar tax which is or may become applicable to the services provided by MCE. All invoiced amounts shall be increased by the amount of any such tax.



September 15, 2022 (via email: Bryan.Zarlenga@cardno.com)

Bryan L. Zarlenga, PE  
Practice Group Leader-Site Development / Senior Principal -- Land Development  
Cardno, Inc.  
380 Park Place Blvd. Suite 300,  
Clearwater, Florida 33759

**Project:** Encore Central Energy Plant  
Chilled Water Distribution System Extension to Lot 12

**Subject:** Proposal for Engineering Services for Construction Administration (CA) Phase

Bryan:

VoltAir Consulting Engineers, Inc. ("VoltAir") is pleased to submit the following proposal to the Cardno, Inc. ("Cardno") to provide the Construction Administration (CA) phase engineering services for the referenced project in support of Cardno's engineering services as the Prime Professional to the Tampa Housing Authority (THA / "Owner").

### **BASIS OF PROPOSAL**

The information upon which we are basing this proposal includes:

- (A) The Contract Documents for the Project as submitted and approved for permitting for construction as such documents have been prepared by Cardno.
- (B) August 23, 2022 email from Cardno (Greg Woodcock) referencing brief scope of CA services required.

### **SCOPE OF BASIC SERVICES**

VoltAir's scope of basic services will include all Construction Administration Phase engineering services related to project systems for mechanical and plumbing.

### **PROJECT PHASES**

#### **Design Phases**

None applicable

#### **Construction Administration Phase**

Construction Administration (CA) services will include:

- (A) Shop drawing reviews
- (B) Responses to RFI's
- (C) Meetings (five)
- (D) Project observation visits
- (E) Final preparation of Record Drawings based on Contractor's marked-up as-built documents.

## Project observation visits

These visits will be performed in an appropriate frequency and timeliness as required for the particular state of actual construction of the various trades, and will include site visits per discipline prior to and in addition to the site visits required for Substantial Completion Inspection and Final Inspection. Additional site visits during construction which are necessitated by abnormal conditions not created by VoltAir may be billed hourly as an additional service if warranted and approved by the Owner. Project observation visits are anticipated to occur as follows:

1. Initiation of underground piping and structural work at south end of building.
2. Initiation of pipe tap into 20 inch CHWSR at south end of building.
3. Completion of pipe tap into 20 inch CHWSR at south end of building.
4. Initiation of installation of above ground piping supported by structural steel at south end of building.
5. 50% completion of above ground piping supported by structural steel at south end of building.
6. 100% completion of above ground piping supported by structural steel at south end of building.
7. Initiation of installation of above ground piping along east wall of building.
8. 50% completion of above ground piping along east wall of building.
9. 100% completion of above ground piping along east wall of building.
10. Initiation of underground work at north end of building to and including valve pit
11. 50% completion of underground work at north end of building to and including valve pit.
12. 100% completion of underground work at north end of building to and including valve pit.
13. Substantial Completion Inspection.
14. Final Inspection.

## **Cost Estimate Support Effort**

VoltAir will provide a cost estimate evaluation effort which will include reviews of cost estimates created by the Construction Manager. These evaluations will be based on VoltAir's experience together with VoltAir's awareness of approximate order of magnitude costs which VoltAir has acquired in association with providing engineering services on projects of similar size and scope. VoltAir's cost estimate evaluation effort will not include detailed component and labor takeoffs or other such detailed estimates as would be expected of a specialty contractor submitting a bid or a change order estimate. However, VoltAir will render a best judgment, order-of-magnitude assessment of such requested cost estimates to the fullest extent practical commensurate with providing cost review.

## **SERVICES NOT INCLUDED**

Basic Scope of Services does not include the following:

- MPE systems commissioning.
- Cost estimates (to be done by Design-Build Contractor / CM).

## **OTHER CONDITIONS**

### **Meetings**

Meetings will be virtual meetings via Zoom or onsite if required. Upon mutual agreement of all parties, any live meetings may be held as virtual meetings.

## **ADDITIONAL SERVICES**

Additional services, when requested in writing by the Owner, shall be performed as a negotiated lump sum fee unless otherwise mutually agreed. VoltAir shall submit the estimated additional services cost for approval and authorization prior to proceeding with additional services.



## **FEE**

The total fee for the required engineering for the Scope of Basic Services is a lump sum fee of Fifteen Thousand Two Hundred and Forty Dollars and No Cents (\$15,240.00).

## **Billing**

Billing will be aligned with the percentage completion of the phases and percentages as outlined above, unless other mutually agreed protocol is prescribed by Owner. Otherwise, billing will be monthly based upon percentage of services completed for the appropriate project phase, plus reimbursable expenses. Payment is due within 30 days of receipt of invoice.

## **Normal Expenses and Reimbursable Expenses**

Normal Expenses: The fee includes normal expenses for normal travel between VoltAir's Orlando office and the project site, reasonable plotting and printing associated with the design effort and similar routine expenses. Again, these are included in the fee.

Any Reimbursable Expenses in excess of Normal Expenses will be an additional service billed at actual costs and will include:

1. Any travel-related costs above and beyond travel from the Tampa Florida VoltAir office to the project site.
2. Plotting and printing (except as required for in-house coordination).
3. Courier services, shipping and express mail.
- 4.

---

If this proposal is acceptable, your signature below will confirm our authorization to proceed. Please return one signed copy to VoltAir.

We sincerely appreciate the opportunity to provide you with this proposal and look forward to working with you on this and future projects.

Please let us know if you have any questions or comments.

Sincerely,

**VOLTAIR CONSULTING ENGINEERS, INC.**



Julius D. Davis, P.E., LEED AP  
President & CEO

Approved and Accepted By:

**CARDNO, INC.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature and Date

Copy: Greg Woodcock / Cardno  
Julius Davis, PE  
Roland Young, PE / VA  
Bryan Zemina, PE / VA  
Jose Burgos / VA  
Kristie Williams / VA  
Stevie Lockhart, PE / MCE

## Tab 5

Prepared By and Return To:

Sarah R. Sandy, Esq.  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, FL 32301

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**TEMPORARY CONSTRUCTION EASEMENT  
LOT 12 CHILLER PIPE IMPROVEMENTS**

**THIS TEMPORARY CONSTRUCTION EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between the **HOUSING AUTHORITY OF THE CITY OF TAMPA, FLORIDA** a body corporate and politic organized under Chapter 421, Florida Statutes (the “GRANTOR”), and **ENCORE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “GRANTEE”).

**WHEREAS**, the GRANTOR was established pursuant to Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the GRANTOR to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the GRANTOR; and

**WHEREAS**, Grantor is a body corporate and politic organized under Chapter 421, *Florida Statutes*, owns certain land within the GRANTOR, and provides certain services to the residents of the GRANTOR; and

**WHEREAS**, Grantor owns the property known as Lot 12 and Tract 2B, as identified on the Plat of Encore, recorded at Plat Book 124, Page 74 et seq. of the Official Records of Hillsborough County, as more particularly described in **Exhibit "A"** (the “**Easement Area**”); and

**WHEREAS**, with the consent of the Grantor, Grantee intends to complete within the Easement Area certain upgrades to the existing chiller pipe infrastructure located within the Easement Area (collectively, the “**Improvements**”); and

**WHEREAS**, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until construction of the Improvements is completed; and

**NOW, THEREFORE**, in exchange for the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Easement.** The Grantor hereby grants to Grantee a temporary, non-exclusive easement over, upon, under, through, and across the Easement Area for access, ingress and egress for installation and construction of the Improvements in, on, under and over the Property (“**Easement**”). GRANTEE shall use all due care to protect the Easement Area and adjoining property from damage resulting from GRANTEE’s use of the Easement Area. Other than the work permitted by this Agreement, GRANTEE agrees to make no further alterations to the Easement Area without the written approval of the GRANTOR, and to leave the Easement Area in the same or better condition as that in which it was found on each occasion on which the easement rights granted herein are exercised. The rights and Easement created by this Easement Agreement are subject to the following provisions:

- a. GRANTEE shall cause the Work to be completed in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Work. Any rights granted hereunder shall be exercised by GRANTEE only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. GRANTEE shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.
- b. GRANTEE acknowledges that there are or may be existing facilities located within the Easement Area. GRANTEE shall not interfere with or cause interruption in the day-to-day operation of all existing facilities in the Easement Area.
- c. Nothing herein shall be construed to limit in any way the GRANTOR’s rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with GRANTEE, its successors and assigns.
- d. GRANTEE shall not permit (and shall promptly satisfy) any construction, mechanic’s lien or encumbrance against the Easement Area or other GRANTOR property in connection with the exercise of its rights hereunder.

3. **Damage.** In the event that GRANTEE, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, GRANTEE, at GRANTEE’s sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, their original condition.



4. **Default.** A default by the GRANTOR or GRANTEE under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.

5. **Enforcement of Agreement.** In the event that the GRANTOR or GRANTEE seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party at the addresses first listed above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the GRANTOR and counsel(s) for GRANTEE may deliver Notice on behalf of the GRANTOR and GRANTEE, respectively.

7. **Third Parties.** This Agreement is solely for the benefit of the GRANTOR and GRANTEE, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the GRANTOR and GRANTEE any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. The GRANTOR shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the GRANTOR's right to protect its rights from interference by a third party.

8. **Assignment.** Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Agreement without the prior written consent of the other Party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other Party shall be void and unenforceable.

9. **Controlling Law and Venue.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Hillsborough County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

10. **Insurance.** Any contractors performing work for GRANTEE on the Easement Area shall at all times maintain general liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted herein.

11. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the GRANTOR or of GRANTEE beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

12. **Public Records.** All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

13. **Severability.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

14. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

15. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

16. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the GRANTOR and GRANTEE.

17. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

18. **Effective Date and Termination.** The effective date of this Agreement shall be the date first written above. The Easement shall automatically terminate as it relates to any portion of the Easement Area upon the conclusion of the Work.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the GRANTOR and GRANTEE have executed this Easement on the date first above written.

**GRANTOR:**

Signed, sealed and delivered

**HOUSING AUTHORITY OF THE CITY  
OF TAMPA, FLORIDA, a body corporate  
and politic organized under Chapter 421,  
Florida Statutes**

in the presence of:

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Name:\_\_\_\_\_  
Title:\_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of the Housing Authority of the City of Tampa, Florida. He is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.:\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_

**WITNESSES:**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the Chairperson/Vice Chairperson of the Encore Community Development District, on behalf of the District. She is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

**GRANTEE:**

**ENCORE COMMUNITY  
DEVELOPMENT DISTRICT, a local unit  
of special-purpose government established  
pursuant to Chapter 190, Florida Statutes**

By:\_\_\_\_\_  
Chairperson/Vice Chairperson

\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Notary Public, State of Florida  
Commission No.:\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_

{Notary Seal}





## Tab 6

**MINUTES OF MEETING**

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**ENCORE  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular meeting of the Board of Supervisors of the Encore Community Development District was held on **Thursday, November 3, 2022, at 4:07 p.m.** at The Trio at Encore, located at 1101 Ray Charles Blvd. Tampa, Florida 33602.

Present and constituting a quorum:

Billi Johnson-Griffin	<b>Board Supervisor, Chairman</b>
Teresa Morning	<b>Board Supervisor, Vice Chairman</b>
Julia Jackson	<b>Board Supervisor, Assistant Secretary</b>
Mae Walker	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Jennifer Goldyn	<b>District Manager, Rizzetta &amp; Company, Inc. (via Phone)</b>
Christina Newsome	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Jeff Watson	<b>Representative, Trane</b>
Sarah Sandy	<b>District Counsel, Kutak Rock (via Phone)</b>
Lorenzo Reed	<b>Development Project Manager (via Phone)</b>
Leroy Moore	<b>Representative; THA (via Phone)</b>
Greg Woodcock	<b>Cardno Engineering (via Phone)</b>
Luis Blondin	<b>Representative; THA (via Phone)</b>
Jozette Chack-on	<b>Representative; Saxon Gilomre (via Phone)</b>
Audience	<b>Not Present</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Newsome called the meeting to order at 4:07 p.m. and conducted roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience members present.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

**A. Landscape Inspection Report**

**1. Presentation of Landscape Inspection Report**

Mr. Toborg was not present. Ms. Newsome presented the landscape inspection report to the Board. There was no action taken on landscape proposals.

## **B. District Counsel**

Ms. Sandy was present via phone. Ms. Sandy was contacted by THA about their desire to bring Lot 13 into the district's boundaries and informed them she would provide more information as it became available. She also informed the Board that she was working on providing THA's counsel a cost estimate to complete the work, as well as a memo regarding what documents would be required for a boundary amendment for Lot 13, but that Board approval would be needed in order to move forward.

## **C. District Engineer**

Greg Woodcock was present via phon. He informed the Board that he is working on proposals for the streetlight repairs.

## **D. Chiller System Manager**

### **1. Presentation of Central Energy Plant Report- Trane**

Mr. Watson was present; he presented the Trane report to the Board.

## **E. Tampa Housing Authority**

Mr. Blondin was present via phone. There were no updates for the Board at the time.

## **F. District Manager**

The next regularly scheduled meeting will be held on Thursday, December 1, 2022, at 4:00 p.m. at Trio.

### **1. Review of District Manager Report**

Ms. Newsome presented the district manager report to the Board. The Board requests to move meetings to the Ella Community Room.

## **FOURTH ORDER OF BUSINESS**

### **Consideration of Minutes of the Board of Supervisors' Regular Meeting held on October 6, 2022**

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' regular meeting held on October 6, 2022, as amended on the record, for the Encore Community Development District.

## **SEVENTH ORDER OF BUSINESS**

### **Consideration of Minutes of the**

**Board of Supervisors' Regular  
Meeting held on  
September 8, 2022**

On a Motion by Ms. Jackson, seconded by Ms. Morning with all in favor, the Board of Supervisors approved the ratified amended minutes of the Board of Supervisors' regular meeting held on September 8, 2022, as amended on the record, for the Encore Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of  
Amended Minutes of the  
Board of Supervisors' Special  
Meeting held on  
September 15, 2022**

On a Motion by Ms. Jackson, seconded by Ms. Morning with all in favor, the Board of Supervisors approved the ratified amended minutes of the Board of Supervisors' Special meeting held on September 15, 2022, as amended on the record, for the Encore Community Development District.

**NINTH ORDER OF BUSINESS**

**Supervisor Requests**

No supervisor requests were given at the time.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning, the Board unanimously approved to adjourn the meeting at 4:40p.m., for the Encore Community Development District.

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman