



Rizzetta & Company

Encore Community Development District

Board of Supervisors' Meeting March 2, 2023

**The Ella at Encore
1210 Ray Charles Blvd
Tampa, Florida 33602
813.533.2950**

www.encorecdd.org

ENCORE COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

Board of Supervisors	Billi Johnson-Griffin Teresa Moring Julia Jackson Mae Walker	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Christina Newsome Jennifer Goldyn	Rizzetta & Company, Inc. Rizzetta & Company, Inc.
District Attorney	Sarah Sandy	Kutak Rock
District Engineer	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

Board of Supervisors
Encore Community
Development District

February 22, 2023

REVISED AGENDA

Dear Board Members:

The Regular meeting of the Board of Supervisors of the Encore Community Development District will be held on **Thursday, March 2, 2023, at 4:00 p.m.** at The Ella at Encore, located at 1210 Ray Charles Blvd. Tampa, Florida 33602. The following is the tentative 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
 - 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
 1. Review of Manager's Report.....Tab 3
- 4. BUSINESS ITEMS**
 - A.** Consideration of Chiller Plant Insulation Proposal.....Tab 4
 - B.** Consideration of Resolution 2023-02, Authorizing Boundary Amendments.....Tab 5
 - C.** Consideration of Boundary Amendment Funding Agreement.....Tab 6
- 5. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of the Board of Supervisors' Regular Meeting held on February 2, 2023.....Tab 7
 - B.** Consideration of Operations and Maintenance Expenditures for August through December 2022.....Tab 8
 - C.** Consideration of Chiller Fund Operations and Maintenance Expenditures for August through December 2022.....Tab 9
- 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, or Crystal Yem at cyem@rizzetta.com.

Sincerely,
Christina Newsome
Christina Newsome
District Manager

Tab 1

ENCORE

LANDSCAPE INSPECTION REPORT



February 23, 2023
Rizzetta & Company
John Toborg – Division Manager
Landscape Inspection Services



Rizzetta & Company
Professionals in Community Management

Nebraska, Reed, Ray Charles

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. Remove weeds from tree rings on Nebraska Ave.
2. **We have an outstanding mulch proposal that was tabled in November. We should approve this although the price of mulch has skyrocketed.**
3. **Tree straps still need to be removed from the trees on the east side of The Legacy.**
4. **We still have Christmas lights on our Tree Ligustrum on Ray Charles. There are also still lights mounted on many of our palms. I HOPE these are not nailed into the trunks of already stressed palms.** (Pics 4a & b)



5. Weeds remain an issue on the east ROW of Blanche Armwood east of the Reed.

6. **By what date will dead turf be replaced at Encore including this area on the south side of the Reed promenade? (Pic 6)**



7. **I'm not sure if Yellowstone is treating the failing Hawthorn or not, but it is continuing to fail. (Pic 7>)**



The Reed, The Ella, Church, Chiller Park

8. What is the watering frequency and duration for the East Palatka Hollies surrounding the Reed? The one in front (the newest one) is looking a little thin. (Pic 8)

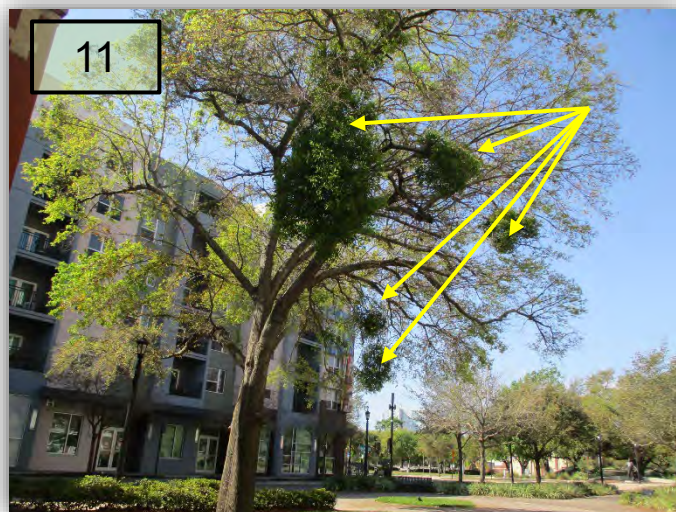


9. Eradicate weeds in the circular bed of the Ella promenade.

10. Attempts may have been made to clean out the dead material from the Flax Lily beds, however, there is still a lot of dead material remaining. There are also more patches of bare turf forming as well as weeds in the turf. (Pic 10>)



11. There are several cluster of Mistletoe in the large tree on the west side of the church. These should be able to be pruned out. Be sure to cut back about 18" past where the mistletoe has taken root. (Pic 11)



12. Inspect turf on the far west end of the church promenade. This resembles chinch bug damage (although it may be old). Treat accordingly. (Pic 12>)



13. Has Yellowstone diagnosed the off-color and thinning of the turf on the east side of the church? (Pic 13>)

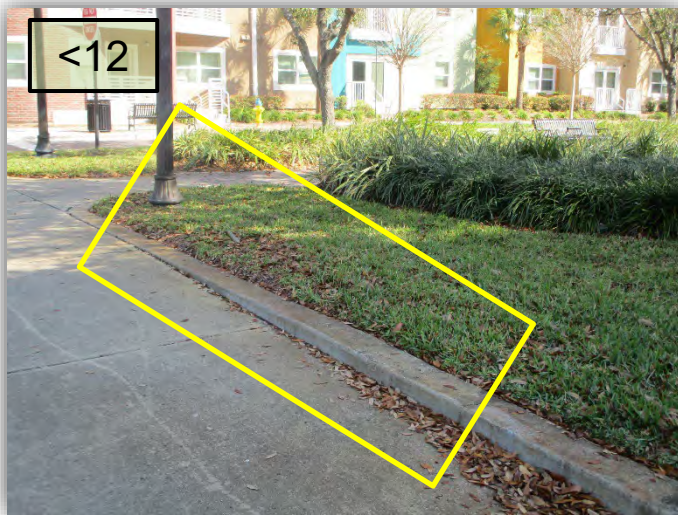
14. Hand pull weeds in the triangular island on the south side of the roundabout.

15. Are there onsite staff that can remove trash debris from Chiller Park? (Pic 15>)



Chiller Park, Harrison

16. This is the sign that has been mounted in the Chiller Park meadow. (Pic 16>



17. When will Crape Myrtles be pencil pruned. We're running out of time. (Pic 17)



18. There are still weeds in the Harrison ROWs. (Pic 18)



Governor South of Harrison, The Trio

19. There are also still a lot of weeds on the east ROW of Governor south of Harrison. (Pic 19)



20. We need to keep our eye on the last Oak before getting to Harrison on the east side of Central. It can easily block the STOP sign. (Pic 20)



21. Is irrigation working properly surrounding the Trio? Dwarf Asian Jasmine seems to be failing.



Tab 2

ENCORE

IS Energy Management Report

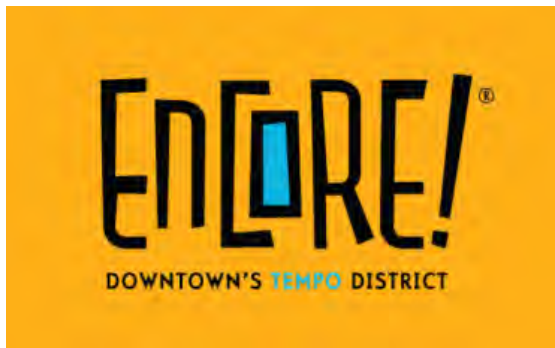
January 2023



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

Vanessa Smith, 813-533-2950

VSmith@rizzetta.com

Jennifer Goldyn, 813-533-2950

JGoldyn@rizzetta.com

SECTION 5: Time of Use Electric Rates

SECTION 6: Operations, Maintenance & Repairs

SECTION 7: Lot Management Activities

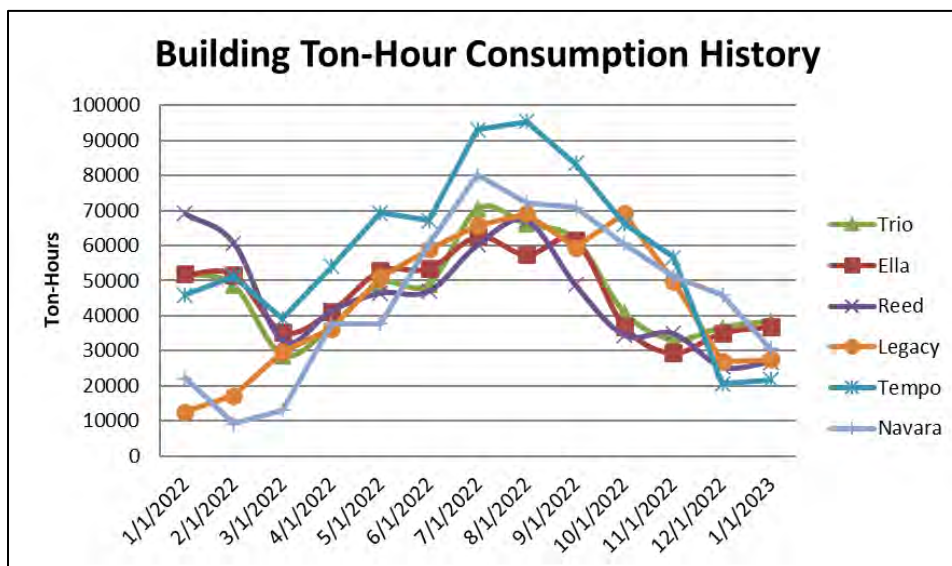
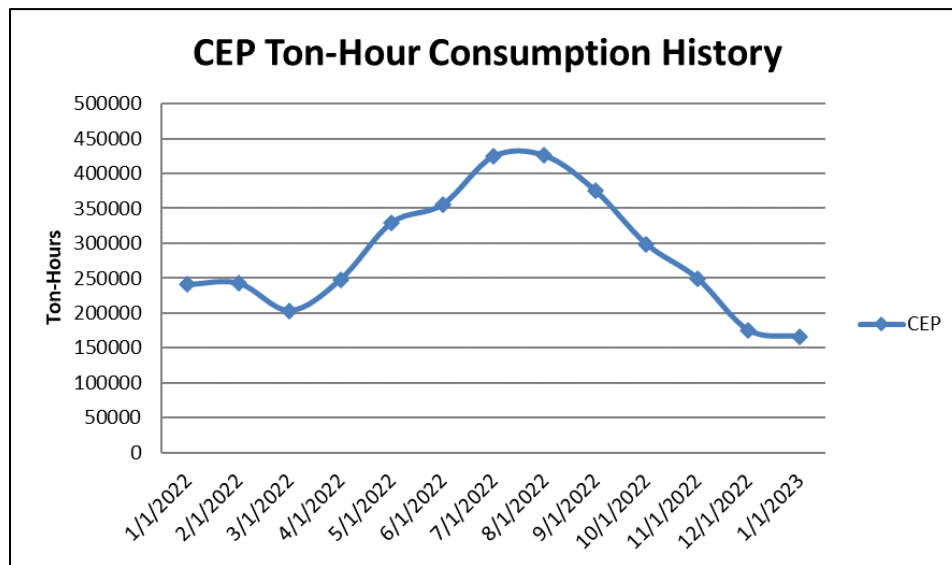
SECTION 8: Project Management Activities



SECTION 1: System Ton-Hour Usage

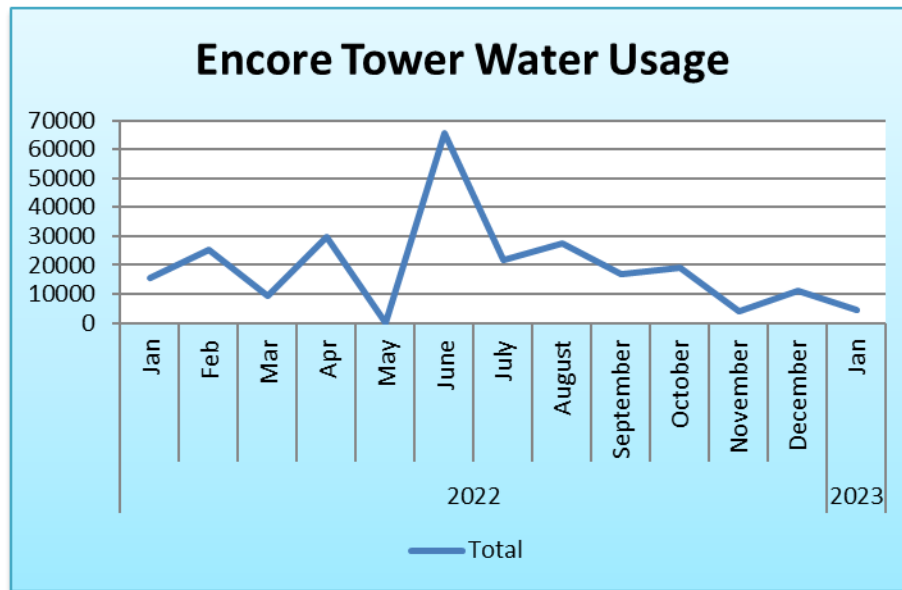
- CEP total kWh consumption decreased 45%, and the total cooling degree days decreased 7% from the previous month.
- The performance metrics below indicate a CEP efficiency of .57 kW/ton.
- Ton-Hour consumption decreased 5% from the previous month.

December Ton-Hour Consumption		CEP Metrics		January Ton-Hour Consumption		CEP Metrics	
CEP	178,328	kWh	173,121	CEP	165,877	kWh	94,573
Trio	36,617	Total Tons	701,310	Trio	38,448	Total Tons	663,506
Ella	35,040			Ella	36,792		
Reed	25,385	Ton-Hours	178,328	Reed	26,654	Ton-Hours	165,877
Legacy	26,981			Legacy	27,607		
Tempo	20,651	kW per Ton	0.99	Tempo	21,684	kW per Ton	0.57
Navara	30,654			Navara	32,143		



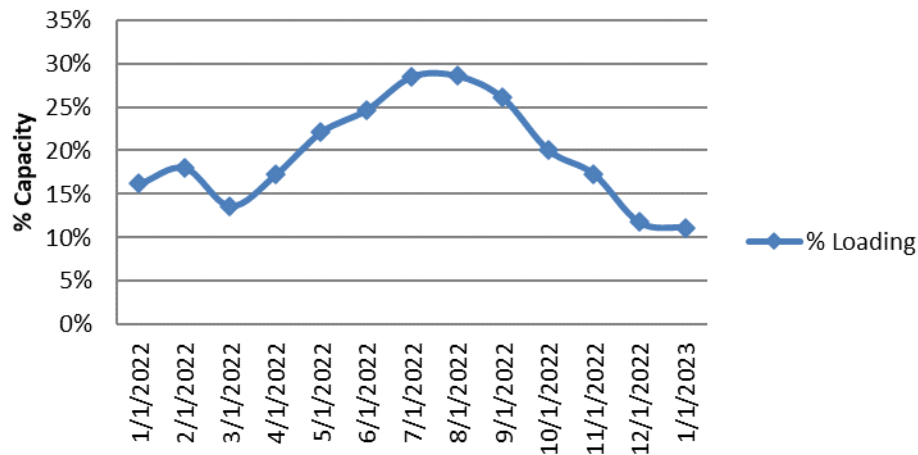
SECTION 2: CEP Key Performance Trends

	This Period	Last Period	Year-to-date	Comments
Plant Efficiency (kW/ton)	.57	.99	Avg: .57	This period was average efficiency.
Days Failed to Make Ice	31	31	31	Chiller #1 down for repair
Minimum Ice Level	-.7%	.5%	-.7%	Ice making begins after ice level has been below 20% for 15 minutes and tank glycol temperature is above 33°F.
Average Days on Ice Tanks	0	0	0	On average, the plant can run about 50% of the day on the ice tanks.
Maximum Days on Ice Tanks	0	0	0	Longer cycles between ice regeneration occurs during cooler months.
Maximum Hours on Ice	0	0	0.4	The one hour this period is a false reading
Tower Conductivity Blow Down Gallons	4,571	11,165	4,571	See graph of water usage below
Domestic Water	20	83	20	
Average CHW Supply Temperature	40.3	40.3	40.3	Distribution Setpoint = 39.0 degrees.



Date	Usage Gallons	Date	Usage Gallons
2022		2023	
Jan	15688	Jan	4571
Feb	25337	Feb	
Mar	9417	Mar	
Apr	29527	Apr	
May	0	May	
June	65489	June	
July	21753	July	
August	27305	August	
September	17017	September	
October	18905	October	
November	3944	November	
December	11165	December	
Total	245547	Total	4571

Encore Plant Loading



- Current month Plant Loading of 11% 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
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
Dec	42.2	40.3	1.9	2,879	701,310	175,328	173,121	0.99	105
2023									
Jan	42.8	40.3	2.5	2,135	663,506	165,877	94,573	0.57	98

SECTION 3: Building Efficiency Analysis

Navara - Plant and Building Side Heat Exchanger Information

Navara Plant Side HX	Average Return Temp	Average Supply Temp	Average Delta T	Average Flow (GPM)	Average Delta T Setpoint	Total Tons	Average Mixing Valve Signal	Average Mixing Valve Feedback
2022	46.6	40.3	6.3	279	8.0	631,341	21.9	0.0
Sep	49.1	41.4	7.9	242	8.0	140,586	0.0	0.0
Oct	44.8	40.1	4.7	464	8.0	205,126	14.1	0.0
Nov	46.7	40.1	6.6	261	8.0	171,041	26.8	0.0
Dec	46.7	40.1	6.6	132	8.0	114,588	24.8	0.0
2023	47.7	40.0	7.7	124	8.0	120,539	29.7	30.0
Jan	47.7	40.0	7.7	124	8.0	120,539	29.7	30.0

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	Average Mixing Valve Signal	Average Mixing Valve Feedback
2022	48.3	41.9	6.4	229	42	564,094	2.3	0	0.0
Oct	48.6	40.5	8.0	255	42	257,030	2.3	0	0.0
Nov	48.9	42.7	6.2	243	42	184,040	2.3	0	0.0
Dec	47.5	42.5	5.0	191	42	123,024	2.3	0	0.0
2023	48.4	43.1	5.4	189	42	129,372	2.3	97.9	97.5
Jan	48.4	43.1	5.4	189	42	129,372	2.3	97.9	97.5

Legacy - Plant and Building Side Heat Exchanger Information

Legacy Plant Side HX	Average Return Temp	Average Supply Temp	Average Delta T	Average Flow (GPM)	Average Delta T Setpoint	Total Tons	Average Mixing Valve Signal	Average Mixing Valve Feedback
2022	51.0	40.4	10.6	124	10.0	593,628	53.2	0
Sep	52.3	41.6	11.1	172	10.2	124,856	73.3	0
Oct	52.0	40.2	11.8	135	10.0	200,015	75.7	0
Nov	51.5	40.2	11.3	117	10.0	160,688	35.7	0
Dec	48.8	40.3	8.6	96	10.0	108,069	36.6	0
2023	50.2	40.2	9.9	87	10.0	110,809	47.0	26.3
Jan	50.2	40.2	9.9	87	10.0	110,809	47.0	26.3

Legacy Bldg Side HX	Average Return Temp	Average Supply Temp	Average Flow (GPM)	Average CHW Setpoint	Total Tons	Average CHWP-1 VFD Feedback	Average CHWP-2 VFD Feedback
2022	51.6	43.0	121	42	474,345	--	--
Sep	53.3	43.7	167	--	108,373	--	--
Oct	52.7	43.2	131	--	156,832	--	--
Nov	52.0	43.3	113	--	120,774	--	--
Dec	49.2	42.1	92	42	88,367	--	--
2023	50.5	42.8	83	42	82,864	45.5	39.5
Jan	50.5	42.8	83	42	82,864	45.5	39.5

Ella – Plant and Building Side Heat Exchanger Information

Ella Plant Side HX	Average Plant Return Temp	Average Plant Supply Temp	Average Plant Delta T
2022	50.3	41.6	8.8
Nov	50.9	41.6	9.3
Dec	50.0	41.6	8.4
2023	49.8	-54.9	104.8
Jan	49.8	-54.9	104.8

Plant side chilled water return sensor has failed.

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	Average Mixing Valve Signal
2022	53.9	41.8	12.2	138	42	426,408	0.0
Nov	55.0	42.0	12.9	160	42	253,568	0.0
Dec	53.0	41.6	11.4	118	42	172,840	0.0
2023	52.5	41.6	10.9	120	42	165,697	94.6
Jan	52.5	41.6	10.9	120	42	165,697	94.6

Reed – Plant and Building Side Heat Exchanger Information

Reed Plant Side HX	Average Plant Return Temp	Average Plant Supply Temp	Average Plant Delta T
2022	50.1	40.3	9.8
Sep	52.3	41.6	10.7
Oct	52.0	40.2	11.8
Nov	51.5	40.2	11.3
Dec	45.7	39.9	5.8
2023	46.5	39.9	6.6
Jan	46.5	39.9	6.6

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	53.4	42.3	11.1	119	44	319,137	19.8
Nov	53.5	42.6	10.9	141	44	182,145	19.9
Dec	53.3	42.0	11.3	98	44	136,992	19.6
2023	54.0	42.0	12.0	85	44	124,804	20.0
Jan	54.0	42.0	12.0	85	44	124,804	20.0

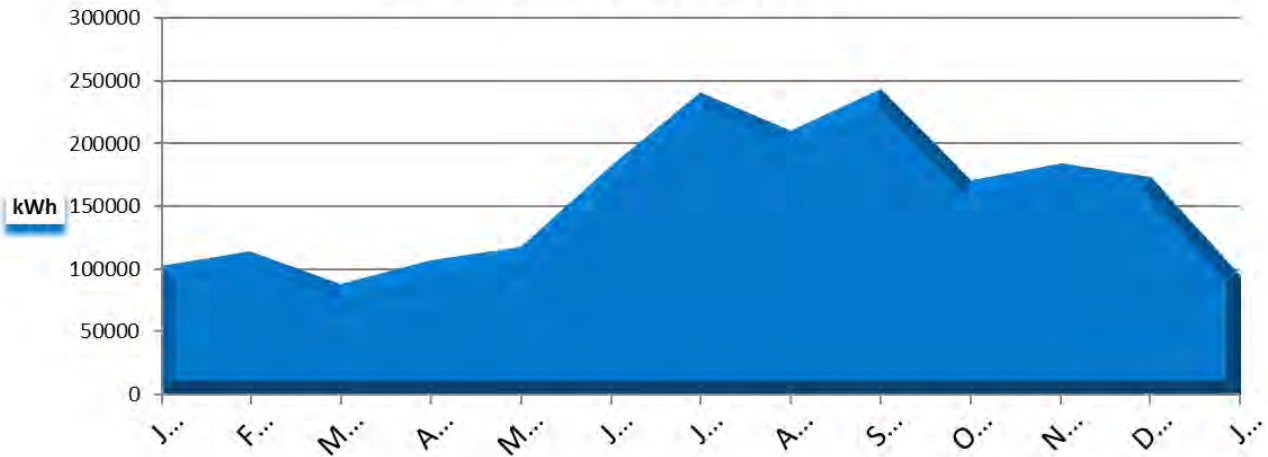
Trio – Plant and Building Side Heat Exchanger Information

Trio Plant Side HX	Average Plant Return Temp	Average Plant Supply Temp	Average Plant Delta T
2022	45.5	39.6	5.8
Nov	46.6	39.7	6.9
Dec	44.7	39.6	5.1
2023	46.2	39.7	6.5
Jan	46.2	39.7	6.5

Trio Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average CHW Delta T	Average CHW Return Flow	Average Bldg Tons	Average DP Setpoint	Average CHW Diff Pressure	Average Bypass Valve (%)
2022	54.8	50.2	4.6	1892	328	17.5	17.5	0
Nov	55.3	51.1	4.2	2104	346	17.5	17.5	--
Dec	54.3	49.4	5.0	1687	311	17.5	17.5	0
2023	54.8	50.1	4.7	1474	265	17.5	17.5	0
Jan	54.8	50.1	4.7	1474	265	17.5	17.5	0

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	2022 KWH	2022 Cost	2023 KWH	2023 Cost	KWH Difference	Cost Savings
January	102,153	\$8,628.54	94,573	\$11,209.66	7,580	-\$2,581.12
February	113,722	\$10,171.48				
March	87,784	\$8,856.09				
April	106,996	\$12,017.24				
May	118,025	\$10,980.91				
June	182,555	\$17,783.76				
July	241,213	\$20,641.53				
August	210,233	\$19,059.48				
September	243,346	\$20,873.35				
October	170,485	\$16,532.82				
November	184,527	\$15,869.78				
December	173,121	\$16,587.74				
Totals	1,934,160	\$178,002.72	94,573	\$11,209.66	7,580	-\$2,581.12



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



Rizzetta & Company

March 2

District Manager's Report

2023

UPCOMING DATES TO REMEMBER

- **Next Meeting:** April 6, 2023

<u>FINANCIAL SUMMARY</u>	<u>1/31/2022</u>
General Fund Cash & Investment Balance:	\$251,363
Chiller Operation Cash & Investment Balance:	\$684,763
Chiller Reserve Fund Investment Balance:	\$2,395,321
Total Cash and Investment Balances:	\$3,331,447
General Fund Expense Variance:	Under Budget \$11,069

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Tab 4



Invoice Preview Page

NOT AN INVOICE: DO NOT PAY

Service Provider
TAMPA
902 North Himes Ave
Tampa, FL 33609

Invoice #:[DO NOT PAY]
Document ID:18409543
Document Date:02-16-23

Bill To
ENCORE COMMUNITY DEVELOPMENT DI
9428 CAMDEN FIELD PKWY
RIVERVIEW, FL 33578

Job Location
ENCORE COMMUNITY DEVELOPMENT D
1004 N NEBRASKA AVE

TAMPA, FL 33602

Description

Service Call ID: 23-9513257
Purchase Order: HOLD PO PEND: Jeff Watson
Project Number: 3117815
Service Call Description: Chilled Water Pump Insulation p
Invoice Description: B&G, CHWP-3

Other

Date	Desc/Vendor	Description	Trane Part Number	Qty	Rate	Amount
01-20-23	MEREDITH INSULATION INC	CHILLED WATER PUMP INSULATION		1	6,300.00	\$6,300.00
Total Other				1		\$6,300.00
Total Cost (\$USD)						\$6,300.00

GRAND TOTAL

Total Billed (\$USD)	\$6,300.00
GRAND TOTAL (\$USD)	\$6,300.00

Tab 5

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF TAMPA, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Encore Community Development District ("District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Act"), and the City of Tampa, Florida Ordinance No. 2010-129 ("Ordinance"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, master stormwater system, water and sewer system, roadway improvements, recreational improvements, landscape and hardscape improvements and other infrastructure; and

WHEREAS, the District presently consists of 29.82 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to include certain property which property is generally depicted in **Exhibit A** attached hereto and incorporated herein by reference ("Expansion Area") and upon which property the District intends to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District will obtain written consent to the expansion of the District by the landowner of the lands included in the Expansion Area; and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land within the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, the expansion of land to the District in the Expansion Area is not inconsistent with either the State or local comprehensive plan; and

WHEREAS, the area of land that will lie in the amended boundaries of the District is amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, Florida Statutes, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("Board"); and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition to the City of Tampa, Florida, and such other actions as are necessary in furtherance of the boundary amendment process.

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

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the City of Tampa to seek the amendment of the District's boundaries to include the lands within the Expansion Area, pursuant to Chapter 190, Florida Statutes, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the amendment of the District's boundaries.

SECTION 3. The Board hereby authorizes the District Chairperson and Kutak Rock LLP, District Counsel, to act as agents of the District with regard to any and all matters pertaining to the petition to the City of Tampa to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this ____ day of _____ 2023.

ATTEST:

**ENCORE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

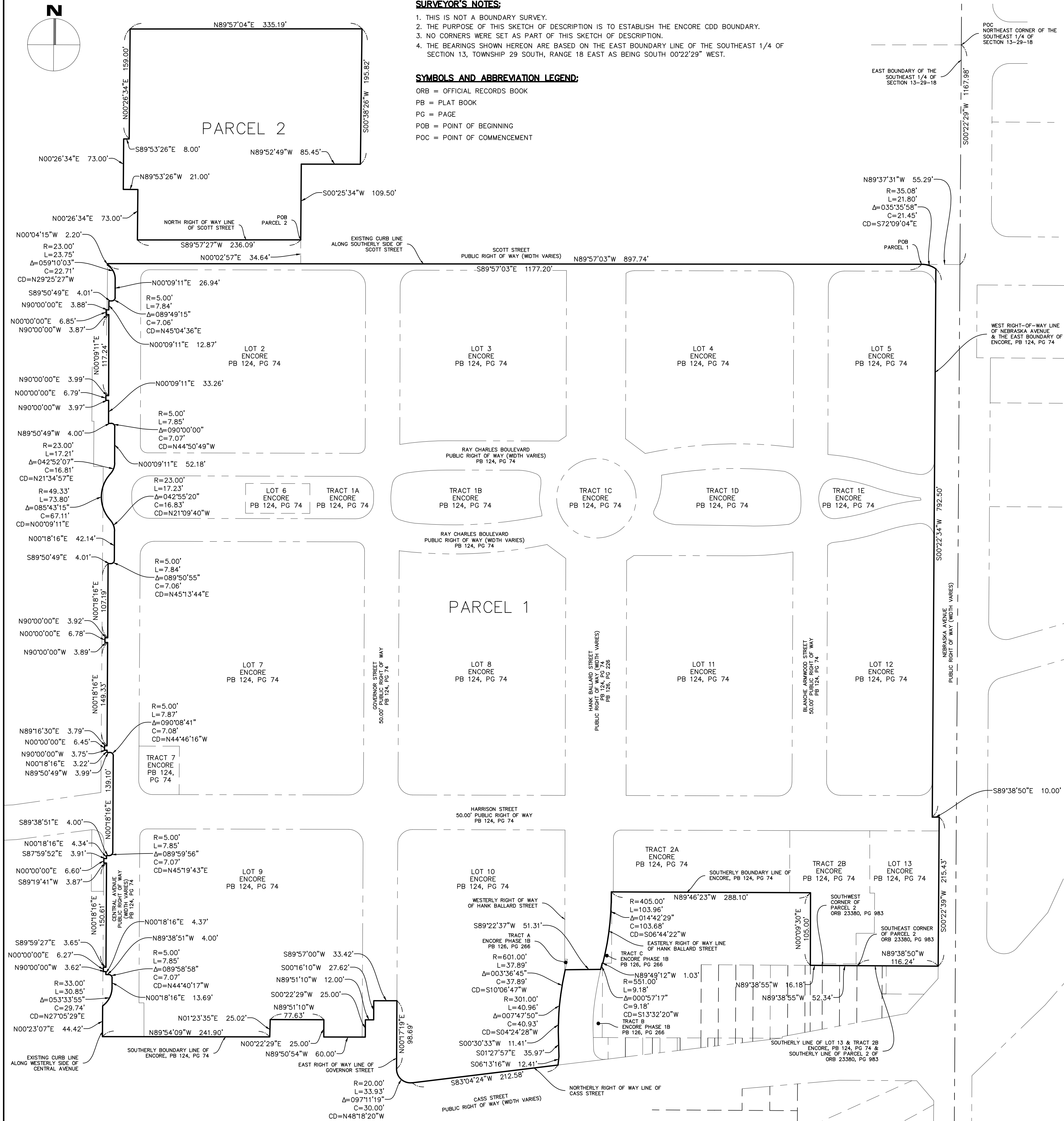
Chairperson, Board of Supervisors

Exhibit A: Description of Expansion Area

EXHIBIT A
DESCRIPTION OF EXPANSION AREA

Exhibit A

SKETCH OF DESCRIPTION



SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO ESTABLISH THE ENCORE CDD BOUNDARY.
3. NO CORNERS WERE SET AS PART OF THIS SKETCH OF DESCRIPTION.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 29 SOUTH, RANGE 18 EAST AS BEING SOUTH 00°22'29" WEST.

SYMBOLS AND ABBREVIATION LEGEND:

ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT

LEGAL DESCRIPTION

PARCEL 1

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA AND RUN SOUTH 00°22'29" WEST, ALONG THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 1167.98 FEET; THENCE DEPARTING SAID EAST BOUNDARY LINE, NORTH 89°37'31" WEST, A DISTANCE OF 55.29 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 35.08 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°09'04" EAST, AND DISTANCE OF 21.45 FEET, AND BEING THE POINT OF BEGINNING; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.80 FEET TO A POINT ON WEST RIGHT OF WAY LINE OF NEBRASKA AVENUE, SAID WEST RIGHT LINE ALSO BEING THE EAST BOUNDARY LINE OF ENCORE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 74 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE CONTINUE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) THENCE SOUTH 00°22'34" WEST, A DISTANCE OF 792.50 FEET; (2) THENCE SOUTH 89°38'50" EAST, A DISTANCE OF 10.00 FEET; (3) THENCE SOUTH 00°22'39" WEST, A DISTANCE OF 215.43 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 89°38'50" WEST, A DISTANCE OF 116.24 FEET ALONG THE SOUTHERLY LINE OF LOT 13, OF SAID ENCORE PLAT TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 23380, PAGE 983 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 89°38'55" WEST, A DISTANCE OF 52.34 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 TO THE SOUTHWEST CORNER; THENCE NORTH 89°38'55" WEST, A DISTANCE OF 16.18 FEET ALONG THE SOUTHERLY LINE OF TRACT 2B, OF SAID ENCORE PLAT; THENCE CONTINUE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE SOUTHERLY BOUNDARY LINE SAID ENCORE PLAT: (1) THENCE NORTH 00°09'30" EAST, A DISTANCE OF 105.00 FEET; (2) THENCE NORTH 89°46'23" WEST, A DISTANCE OF 288.10, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HANK BALLARD STREET, ENCORE PHASE 1B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGE 266 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 405.00 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, RUN SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND 103.96 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°42'29", A CHORD BEARING OF SOUTH 06°44'22" WEST AND A CHORD DISTANCE OF 103.68 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 89°49'12" WEST, A DISTANCE OF 1.03 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 551.00 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE AND 9.18 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°57'17", A CHORD BEARING OF SOUTH 13°32'20" WEST AND A CHORD DISTANCE OF 9.18 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 89°22'37" WEST, A DISTANCE OF 51.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID HANK BALLARD STREET AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 601.00 FEET AND A CHORD BEARING OF SOUTH 10°06'47" WEST AND CHORD DISTANCE 37.89 FEET; THENCE RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG SAID WESTERLY RIGHT OF WAY LINE: (1) RUN SOUTHWESTERLY 37.89 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°36'45" TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 301.00 FEET; (2) THENCE RUN SOUTHWESTERLY 40.96 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°47'50"; (3) THENCE RUN SOUTH 00°30'33" WEST FOR A DISTANCE OF 11.41 FEET; (4) THENCE RUN SOUTH 01°27'57" EAST FOR A DISTANCE OF 35.97 FEET; (5) THENCE RUN SOUTH 06°13'16" WEST FOR A DISTANCE OF 12.41 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CASS STREET AS SHOWN ON SAID ENCORE PHASE 1B PLAT; THENCE DEPARTING THE WESTERLY RIGHT OF WAY LINE OF SAID HANK BALLARD STREET, RUN SOUTH 83°04'24" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 212.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN 33.93 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°11'19", A CHORD BEARING OF NORTH 48°18'20" WEST AND A CHORD DISTANCE OF 30.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF GOVERNOR STREET AS SHOWN ON SAID ENCORE PLAT; THENCE NORTH 00°17'19" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 98.69 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID ENCORE PLAT; THENCE RUN ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PLAT, THE FOLLOWING NINE (9) COURSES AND DISTANCES: (1) THENCE SOUTH 89°57'00" WEST, A DISTANCE OF 33.42 FEET; (2) THENCE SOUTH 00°16'10" WEST, A DISTANCE OF 27.62 FEET; (3) THENCE NORTH 89°51'10" WEST, A DISTANCE OF 12.00 FEET; (4) THENCE SOUTH 00°22'29" WEST, A DISTANCE OF 25.00 FEET; (5) THENCE NORTH 89°50'54" WEST, A DISTANCE OF 60.00 FEET; (6) THENCE NORTH 00°22'29" EAST, A DISTANCE OF 25.00 FEET; (7) THENCE NORTH 89°51'10" WEST, A DISTANCE OF 77.63 FEET; (8) THENCE SOUTH 01°23'35" WEST, A DISTANCE OF 25.02 FEET; (9) THENCE NORTH 89°54'09" WEST, A DISTANCE OF 241.90 FEET TO A POINT ON AN EXISTING CURB LINE RUNNING ALONG THE WESTERLY SIDE OF CENTRAL AVENUE, AS SHOWN ON SAID ENCORE PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, RUN NORTHERLY THE FOLLOWING COURSES AND DISTANCE ALONG SAID CURB; THENCE NORTH 00°23'07" EAST, A DISTANCE OF 44.42 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 33.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 27°05'29" EAST, A DISTANCE OF 29.74 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 30.85 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 13.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 44°40'17" WEST, A DISTANCE OF 7.07 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.85 FEET; THENCE NORTH 89°38'51" WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 4.37 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 3.62 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 6.27 FEET; THENCE SOUTH 89°59'27" EAST, A DISTANCE OF 3.65 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 6.60 FEET; THENCE SOUTH 87°59'52" EAST, A DISTANCE OF 3.91 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 4.34 FEET; THENCE SOUTH 89°38'51" EAST, A DISTANCE OF 4.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 45°19'43" EAST, A DISTANCE OF 7.07 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.84 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 4.37 FEET; THENCE NORTH 89°38'51" EAST, A DISTANCE OF 4.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 44°46'16" WEST, A DISTANCE OF 7.08 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.87 FEET; THENCE NORTH 89°50'49" WEST, A DISTANCE OF 3.99 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 3.22 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 3.75 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 149.33 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 3.75 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 3.75 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 149.33 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 3.89 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 6.78 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 3.92 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 107.19 FEET; THENCE SOUTH 89°50'49" EAST, A DISTANCE OF 4.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 45°13'44" EAST, A DISTANCE OF 7.06 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.84 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 42.14 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 23.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 21°09'40" WEST, A DISTANCE OF 16.83 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 17.23 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 49.33 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 00°09'11" EAST, A DISTANCE OF 67.11 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 73.80 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 23.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 21°34'57" EAST, A DISTANCE OF 16.81 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 17.21 FEET; THENCE NORTH 00°09'11" EAST, A DISTANCE OF 52.18 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 44°50'49" WEST, A DISTANCE OF 7.07 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.85 FEET; THENCE NORTH 89°50'49" WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH 00°09'11" EAST, A DISTANCE OF 33.26 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 3.92 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 3.99 FEET; THENCE NORTH 00°09'11" EAST, A DISTANCE OF 3.97 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 6.79 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 3.99 FEET; THENCE NORTH 00°09'11" EAST, A DISTANCE OF 4.01 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 45°04'36" EAST, A DISTANCE OF 7.06 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.84 FEET; THENCE NORTH 00°09'11" EAST, A DISTANCE OF 26.94 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 23.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29°25'27" WEST, A DISTANCE OF 22.71 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 23.75 FEET; THENCE NORTH 00°04'15" WEST, A DISTANCE OF 2.20 FEET; THENCE DEPARTING SAID WESTERLY CURB LINE, RUN SOUTH 89°57'03" EAST ALONG THE SOUTHERLY CURB LINE OF SCOTT STREET AS SHOWN ON SAID ENCORE PLAT, A DISTANCE OF 1177.20 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 28.85 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 2

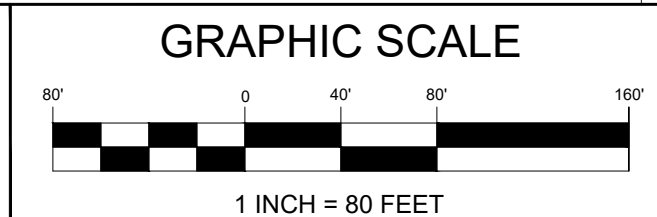
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA AND RUN SOUTH 00°22'29" WEST, ALONG THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 1167.98 FEET; THENCE NORTH 89°37'31" WEST, A DISTANCE OF 55.29 FEET; THENCE NORTH 89°57'03" WEST, A DISTANCE OF 897.74 FEET; THENCE NORTH 00°02'57" EAST, A DISTANCE OF 34.64 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SCOTT STREET AND THE POINT OF BEGINNING; THENCE SOUTH 89°57'27" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 236.09 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°26'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 89°53'26" W, A DISTANCE OF 21.00 FEET; THENCE NORTH 00°26'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 89°53'26" EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 00°26'34" EAST, A DISTANCE OF 159.00 FEET; THENCE NORTH 89°57'04" EAST, A DISTANCE OF 335.19 FEET; THENCE SOUTH 00°38'26" WEST, A DISTANCE OF 195.82 FEET; THENCE NORTH 89°52'49" WEST, A DISTANCE OF 85.45 FEET; THENCE SOUTH 00°25'34" WEST, A DISTANCE OF 109.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.12 ACRES, MORE OR LESS.

ENCORE - CDD BOUNDARY
TAMPA HOUSING AUTHORITY C/O SAXON GILMORE & CARRAWAY, P.A.
SKETCH AND LEGAL
DESCRIPTION

LOCATED IN
SECTION 13, TOWNSHIP 29 SOUTH, RANGE 18 EAST
CITY OF TAMPA
HILLSBOROUGH COUNTY, FLORIDA



REVISIONS			
No.	DATE	BY	DESCRIPTION

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THIS SKETCH REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO THE CERTIFICATION AND 42-02 OF THE FLORIDA STATUTES.
SHERRY LEE MANOR, PSM - LSR 6961
THE SURVEYOR HAS REVIEWED THE SURVEY DATA AND THE ORIGINAL RECORDS OF THE WORK.

PROJECT No. 230017
SURVEY BY: SM
SURVEY DATE: 2023.02.27
DRAWN BY: RTDM
DRAWN DATE: 2023.03.01
REVIEWED BY: SM
APPROVED BY: SM

DRAWING No. V100
SHEET 1 OF 1
L & S Diversified
Professional Surveyors and Mapmakers
489 STATE ROAD 436 | SUITE 117 | CASSELBERRY, FL 32707
PHONE: 407.661.8811 | FAX: 407.661.8812
WWW.LSSURVEYOR.COM | INFO@LSSURVEYOR.COM
PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE | 1807870

PARCEL 1

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA AND RUN SOUTH 00°22'29" WEST, ALONG THE EAST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 1167.98 FEET; THENCE DEPARTING SAID EAST BOUNDARY LINE, NORTH 89°37'31" WEST, A DISTANCE OF 55.29 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 35.08 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°09'04" EAST, AND DISTANCE OF 21.45 FEET, AND BEING THE POINT OF BEGINNING; THENCE RUN ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.80 FEET TO A POINT ON WEST RIGHT OF WAY LINE OF NEBRASKA AVENUE, SAID WEST RIGHT LINE ALSO BEING THE EAST BOUNDARY LINE OF ENCORE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 74 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE CONTINUE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, THE FOLLOWING THREE (3) COURSES AND DISTANCES; (1) THENCE SOUTH 00°22'34" WEST, A DISTANCE OF 792.50 FEET; (2) THENCE SOUTH 89°38'50" EAST, A DISTANCE OF 10.00 FEET; (3) THENCE SOUTH 00°22'39" WEST, A DISTANCE OF 215.43 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 89°38'50" WEST, A DISTANCE OF 116.24 FEET ALONG THE SOUTHERLY LINE OF LOT 13, OF SAID ENCORE PLAT TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 23380, PAGE 983 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 89°38'55" WEST, A DISTANCE OF 52.34 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 TO THE SOUTHWEST CORNER; THENCE NORTH 89°38'55" WEST, A DISTANCE OF 16.18 FEET ALONG THE SOUTHERLY LINE OF TRACT 2B, OF SAID ENCORE PLAT; THENCE CONTINUE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE SOUTHERLY BOUNDARY LINE SAID ENCORE PLAT; (1) THENCE NORTH 00°09'30" EAST, A DISTANCE OF 105.00 FEET; (2) THENCE NORTH 89°46'23" WEST, A DISTANCE OF 288.10, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HANK BALLARD STREET, ENCORE PHASE 1B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 126, PAGE 266 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 405.00 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, RUN SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND 103.96 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°42'29", A CHORD BEARING OF SOUTH 06°44'22" WEST AND A CHORD DISTANCE OF 103.68 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 89°49'12" WEST, A DISTANCE OF 1.03 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 551.00 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE AND 9.18 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°57'17", A CHORD BEARING OF SOUTH 13°32'20" WEST AND A CHORD DISTANCE OF 9.18 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 89°22'37" WEST, A DISTANCE OF 51.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID HANK BALLARD STREET AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 601.00 FEET AND A CHORD BEARING OF SOUTH 10°06'47" WEST AND CHORD DISTANCE 37.89 FEET; THENCE RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG SAID WESTERLY RIGHT OF WAY LINE; (1) RUN SOUTHWESTERLY 37.89 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°36'45" TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 301.00 FEET; (2) THENCE RUN SOUTHWESTERLY 40.96 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°47'50"; (3) THENCE RUN SOUTH 00°30'33" WEST FOR A DISTANCE OF 11.41 FEET; (4) THENCE RUN SOUTH 01°27'57" EAST FOR A DISTANCE OF 35.97 FEET; (5) THENCE RUN SOUTH 06°13'16" WEST FOR A DISTANCE OF 12.41 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CASS STREET AS SHOWN ON SAID ENCORE PHASE 1B PLAT; THENCE DEPARTING THE WESTERLY RIGHT OF WAY LINE OF SAID HANK BALLARD STREET, RUN SOUTH 83°04'24" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 212.58 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00

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FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN 33.93 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°11'19", A CHORD BEARING OF NORTH 48°18'20" WEST AND A CHORD DISTANCE OF 30.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF GOVERNOR STREET AS SHOWN ON SAID ENCORE PLAT; THENCE NORTH 00°17'19" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 98.69 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID ENCORE PLAT; THENCE RUN ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PLAT, THE FOLLOWING NINE (9) COURSES AND DISTANCES; (1) THENCE SOUTH 89°57'00" WEST, A DISTANCE OF 33.42 FEET; (2) THENCE SOUTH 00°16'10" WEST, A DISTANCE OF 27.62 FEET; (3) THENCE NORTH 89°51'10" WEST, A DISTANCE OF 12.00 FEET; (4) THENCE SOUTH 00°22'29" WEST, A DISTANCE OF 25.00 FEET; (5) THENCE NORTH 89°50'54" WEST, A DISTANCE OF 60.00 FEET; (6) THENCE NORTH 00°22'29" EAST, A DISTANCE OF 25.00 FEET; (7) THENCE NORTH 89°51'10" WEST, A DISTANCE OF 77.63 FEET; (8) THENCE SOUTH 01°23'35" WEST, A DISTANCE OF 25.02 FEET; (9) THENCE NORTH 89°54'09" WEST, A DISTANCE OF 241.90 FEET TO A POINT ON AN EXISTING CURB LINE RUNNING ALONG THE WESTERLY SIDE OF CENTRAL AVENUE, AS SHOWN ON SAID ENCORE PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, RUN NORTHERLY THE FOLLOWING COURSES AND DISTANCE ALONG SAID CURB; THENCE NORTH 00°23'07" EAST, A DISTANCE OF 44.42 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 33.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 27°05'29" EAST, A DISTANCE OF 29.74 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 30.85 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 13.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 44°40'17" WEST, A DISTANCE OF 7.07 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.85 FEET; THENCE NORTH 89°38'51" WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 4.37 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 3.62 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 6.27 FEET; THENCE SOUTH 89°59'27" EAST, A DISTANCE OF 3.65 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 150.61 FEET; THENCE SOUTH 89°19'41" WEST, A DISTANCE OF 3.87 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 6.60 FEET; THENCE SOUTH 87°59'52" EAST, A DISTANCE OF 3.91 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 4.34 FEET; THENCE SOUTH 89°38'51" EAST, A DISTANCE OF 4.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 45°19'43" EAST, A DISTANCE OF 7.07 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.85 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 139.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 44°46'16" WEST, A DISTANCE OF 7.08 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.87 FEET; THENCE NORTH 89°50'49" WEST, A DISTANCE OF 3.99 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 3.22 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 3.75 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 6.45 FEET; THENCE NORTH 89°16'30" EAST, A DISTANCE OF 3.79 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 149.33 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 3.89 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 6.78 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 3.92 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 107.19 FEET; THENCE SOUTH 89°50'49" EAST, A DISTANCE OF 4.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 45°13'44" EAST, A DISTANCE OF 7.06 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.84 FEET; THENCE NORTH 00°18'16" EAST, A DISTANCE OF 42.14 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 23.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 21°09'40" WEST, A DISTANCE OF 16.83 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 17.23 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 49.33 FEET AND A CHORD BEARING AND

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DISTANCE OF NORTH 00°09'11" EAST, A DISTANCE OF 67.11 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 73.80 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 23.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 21°34'57" EAST, A DISTANCE OF 16.81 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 17.21 FEET; THENCE NORTH 00°09'11" EAST, A DISTANCE OF 52.18 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 44°50'49" WEST, A DISTANCE OF 7.07 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.85 FEET; THENCE NORTH 89°50'49" WEST, A DISTANCE OF 4.00 FEET; THENCE NORTH 00°09'11" EAST, A DISTANCE OF 33.26 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 3.97 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 6.79 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 3.99 FEET; THENCE NORTH 00°09'11" EAST, A DISTANCE OF 117.24 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 3.87 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 6.85 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 3.88 FEET; THENCE NORTH 00°09'11" EAST, A DISTANCE OF 12.87 FEET; THENCE SOUTH 89°50'49" EAST, A DISTANCE OF 4.01 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 45°04'36" EAST, A DISTANCE OF 7.06 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 7.84 FEET; THENCE NORTH 00°09'11" EAST, A DISTANCE OF 26.94 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 23.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 29°25'27" WEST, A DISTANCE OF 22.71 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 23.75 FEET; THENCE NORTH 00°04'15" WEST, A DISTANCE OF 2.20 FEET; THENCE DEPARTING SAID WESTERLY CURB LINE, RUN SOUTH 89°57'03" EAST ALONG THE SOUTHERLY CURB LINE OF SCOTT STREET AS SHOWN ON SAID ENCORE PLAT, A DISTANCE OF 1177.20 FEET, TO THE POINT OF BEGINNING.

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SAID PARCEL CONTAINING 28.85 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 2

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 29 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA AND RUN SOUTH 00°22'29" WEST, ALONG THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 1167.98 FEET; THENCE NORTH 89°37'31" WEST, A DISTANCE OF 55.29 FEET; THENCE NORTH 89°57'03" WEST, A DISTANCE OF 897.74 FEET; THENCE NORTH 00°02'57" EAST, A DISTANCE OF 34.64 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SCOTT STREET AND THE POINT OF BEGINNING; THENCE SOUTH 89°57'27" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 236.09 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°26'34" EAST, A DISTANCE OF, 73.00 FEET; THENCE NORTH 89°53'26" W, A DISTANCE OF 21.00 FEET; THENCE NORTH 00°26'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 89°53'26" EAST, A DISTANCE OF 8.00 FEET; THENCE NORTH 00°26'34" EAST, A DISTANCE OF 159.00 FEET; THENCE NORTH 89°57'04" EAST, A DISTANCE OF 335.19 FEET; THENCE SOUTH 00°38'26" WEST, A DISTANCE OF 195.82 FEET; THENCE NORTH 89°52'49" WEST, A DISTANCE OF

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85.45 FEET; THENCE SOUTH 00°25'34" WEST, A DISTANCE OF 109.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.12 ACRES, MORE OR LESS.

Tab 6

**BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN
ENCORE COMMUNITY DEVELOPMENT DISTRICT
AND HOUSING AUTHORITY OF THE CITY OF TAMPA, FLORIDA**

This Agreement is made and entered into this 2 day of March, 2023, by and between:

Encore Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Tampa, Florida (hereinafter “District”), and

Housing Authority of the City of Tampa, Florida, a body corporate and politic organized under Chapter 421, *Florida Statutes*, and a Developer in the District (hereinafter “Developer”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes* (“Uniform Act”) and by ordinance adopted by the City Council of the City of Tampa, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, as amended (“Ordinance”); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of 29.82 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District currently provides infrastructure systems, facilities, and services to the lands within the District; and

WHEREAS, the Developer has approached the District and requested the District petition to amend its boundaries to add approximately [REDACTED] acres; and

WHEREAS, pursuant to Resolution 2023-[REDACTED], the District authorized District staff, including but not limited to legal, engineering, and managerial staff (“District Staff”), to provide such services as are necessary throughout the boundary amendment process (“Services”); and

WHEREAS, the retention of any necessary consultants and the work to be performed by District Staff requires the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors (“Amendment Expenses”), and the District’s Board of Supervisors has required Developer to fund the Amendment expenses as a condition to proceeding with the amendment process; and

WHEREAS, Developer agreed to, and has provided sufficient funds to the District to date in the form of reimbursements for the Amendment Expenses; and

WHEREAS, the District intends to file a petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City of Tampa and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, the District has requested, and Developer agrees to continue funding the Amendment Expenses by providing funds in advance to the District to ensure that the District has funds on hand to pay for the necessary consultant services.

NOW, therefore, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PROVISION OF FUNDS. The Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District Staff and any other related consultants to assist in the boundary amendment process and proceedings. The Developer will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The District financial manager shall require consultants to provide invoices for the Amendment Expenses separate from other services provided to the District.

2. DISTRICT USE OF FUNDS. The District agrees to use the funds received from the Developer solely for the Amendment Expenses. The District agrees to use its good faith best efforts to proceed in an expeditious manner with the prosecution of the procedural requirements detailed in the Uniform Act, for the amendment of the District's boundary. The District shall not have any obligation to reimburse or repay the Developer for funds made available to the District under this Agreement.

3. DEFAULT. A default by either party 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 (but not consequential, special or punitive damages), injunctive relief and/or specific performance.

4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegals' fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Developer: Housing Authority of the City of Tampa, Florida
5301 West Cypress Street
Tampa, Florida 33607
Attn: _____

B. If to District: Encore Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 contained in this Agreement 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth in this Agreement.

9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, 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 or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties. However, Developer recognizes that due to the timing of the filing of the petition, fees, costs and expenses may have been incurred by the District prior to execution and such amounts shall be due and owing regardless of the effective date of this Agreement.

13. TERMINATION. Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar day's period to cure said breach.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

16. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS THEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**ENCORE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

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

Witness

By: _____
Its: _____

Tab 7

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, February 2, 2023, at 4:15 p.m.** at The Ella at Encore, located at 1210 Ray Charles Blvd. Tampa, Florida 33602.

Present and constituting a quorum:

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

Also present were:

Jennifer Goldyn	District Manager, Rizzetta & Company, Inc. (via Phone)
Christina Newsome	District Manager, Rizzetta & Company, Inc.
John Toborg	Landscape Specialist, Rizzetta & Company, Inc.
Sarah Sandy	District Counsel, Kutak Rock (via Phone)
Luis Blondin	Representative; THA
Walter Guy	Representative; THA
David Ilonya	Representative; THA (via Phone)
Troy Springer	Representative; Springer Environmental
Audience	Not Present

FIRST ORDER OF BUSINESS

Call to Order

Ms. Newsome called the meeting to order at 4:15 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

The Board is unhappy with the landscape services, and they agreed to send

Yellowstone out to bid. Troy Springer addressed the Board about the meadow and the possibility of putting signage up.

B. District Counsel

Ms. Sandy was present, however; no report was given.

C. District Engineer

Greg Woodcock was not present; no report was given.

D. Chiller System Manager

1. Presentation of Central Energy Plant Report- Trane

Jeff Watson was not present; Ms. Newsome presented the Trane report to the Board.

E. Tampa Housing Authority

Luis Blondin and Todd were present, however; no report was given.

F. District Manager

1. Review of District Manager Report

The next regularly scheduled meeting will be held on Thursday, March 2, 2023, at 4:00 p.m. at the Ella at Encore.

Ms. Newsome presented the District Manager Report to the Board.

FOURTH ORDER OF BUSINESS

**Consideration of Notice
of Commencement**

The Board acknowledged the Notice of Commencement.

FIFTH ORDER OF BUSINESS

**Consideration of Minutes of
the Board of Supervisors Regular
Meeting held on November 3, 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 January 5, 2023, for the Encore Community Development District.

SIXTH ORDER OF BUSINESS

Supervisor Requests

The Board requested Staff to find a solution to residents' dog waste not being cleaned up.

SEVENTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning, the Board unanimously approved to adjourn the meeting at 5:22p.m., for the Encore Community Development District.

Assistant Secretary

Chairman/Vice Chairman

Tab 8

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures August 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$27,819.97**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Encore Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Billi J. Griffin	100000	BG080422	Board of Supervisors Meeting 08/04/2022	\$ 200.00
Kutak Rock, LLP	100001	3083274	General/Monthly Legal Services 06/22	\$ 1,522.50
Mae F. Walker	100002	MW080422	Board of Supervisors Meeting 08/04/2022	\$ 200.00
Mandy Electric, Inc	100008	16280	Street Lighting Repairs 08/22	\$ 11,825.00
Phil Lentsch	100003	35047	5 Agenda Booklets 07/22	\$ 233.50
Phil Lentsch	100003	35162	Bind & Ship 5 Agenda Booklets 07/22	\$ 203.10
Rizzetta & Company, Inc.	100004	CDD-INV0000070115	District Management Fees 08/22	\$ 3,885.33
Springer Environmental Services, Inc.	100005	12470	Cleanup 07/22	\$ 690.60
TECO	Summary 07/22	Summary 07/22	Electric Summary 07/22	\$ 829.63
Teresa Morning	100006	TM080422	Board of Supervisors Meeting 08/04/2022	\$ 200.00
Times Publishing Company	100007	0000234792 07/17/22	Legal Advertising 07/22	\$ 3,160.73
Yellowstone Landscape	100009	TM 404830	Monthly Landscape Maintenance 08/22	<u>\$ 4,869.58</u>
Report Total				<u>\$ 27,819.97</u>

Tab 8A

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures September 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2022 through September 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$53,196.18**

Approval of Expenditures:

____Chairperson

____Vice Chairperson

____Assistant Secretary

Encore Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Drainage & Hydro Inc.	100013	9072022	Stormwater Management Q3 09/22	\$ 6,450.00
Billi J. Griffin	100018	BG090822	Board of Supervisors 09/08/2022	\$ 200.00
Billi J. Griffin	100025	BG091522	Board of Supervisors Meeting 09/15/2022	\$ 200.00
Crosspoint Landscape & Design, Inc.	100010	7933	Tree Replacement 05/22	\$ 3,575.00
Egis Insurance Advisors, LLC	100019	16574	General Liability/Property/POL 10/01/2022-10/01/2023	\$ 6,985.00
Julia Jackson	100020	JJ090822	Board of Supervisor 09/08/2022	\$ 200.00
Julia Jackson	100026	JJ091522	Board of Supervisors Meeting 09/15/2022	\$ 200.00
Kutak Rock, LLP	100014	3096578	General/Monthly Legal Services 07/22	\$ 1,056.00
Kutak Rock, LLP	100027	3109434	Monthly Legal Services 08/22	\$ 1,237.00
Mae F. Walker	100021	MW090822	Board of Supervisors 09/08/2022	\$ 200.00
Mae F. Walker	100028	MW091522	Board of Supervisors Meeting 09/15/2022	\$ 200.00
Owens Electric, Inc.	100024	20226477	Service Call 06/22	\$ 431.50
Phil Lentsch	100015	35349	Agenda Booklets (5) 09/22	\$ 262.30

Encore Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100011	INV0000070771	District Management Fees 09/22	\$ 3,983.53
Springer Environmental Services, Inc.	100016	12485	Cleanup 08/22	\$ 722.40
TECO	20220928-1	Summary 08.22 - 201	Electric Summary 08.22	\$ 938.11
Teresa Morning	100022	TM090822	Board of Supervisors 09/08/2022	\$ 200.00
Teresa Morning	100029	TM091522	Board of Supervisors Meeting 09/15/2022	\$ 200.00
Times Publishing Company	100017	0000241156 08/14/2022	Legal Advertising 08/22	\$ 3,320.76
Warehouse Doors, LLC	100012	33055	Service Call 08/22	\$ 265.00
Weddings Done Bright dba Events Done Bright	100030	132253	Holiday Decorations - Deposit 09/22	\$ 17,500.00
Yellowstone Landscape	100031	TM 419737	Monthly Landscape Maintenance 09/22	\$ <u>4,869.58</u>
Report Total				\$ <u>53,196.18</u>

Tab 8B

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures October 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2022 through October 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$9,523.83**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Encore Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Billi J. Griffin	100033	BG100622	Board of Supervisors 10/06/2022	\$ 200.00
Innersync Studio, Ltd	100034	20754	Website Compliance 10/22	\$ 384.38
Julia Jackson	100035	JJ100622	Board of Supervisors 10/06/2022	\$ 200.00
Mae F. Walker	100036	MW100622	Board of Supervisors 10/06/2022	\$ 200.00
Rizzetta & Company, Inc.	100032	INV0000071724	District Management Fees 10/22	\$ 4,008.75
Springer Environmental Services, Inc.	100037	12525	Cleanup 09/22	\$ 1,242.80
TECO	20221027-1	Summary 09/22 -201	Electric Summary 09/22	\$ 848.40
Teresa Morning	100038	TM100622	Board of Supervisors 10/06/2022	\$ 200.00
Times Publishing Company	100040	0000244842 09/07/2022	Account #119369 Legal Advertising 09/22	\$ 350.50
Times Publishing Company	100040	0000247470 09/25/2022	Account #119369 Legal Advertising 09/22	\$ 629.00
Yellowstone Landscape	100039	TM 439037	Annual 10/22	<u>\$ 1,260.00</u>
Report Total				<u>\$ 9,523.83</u>

Tab 8C

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures November 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2022 through November 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$38,144.24**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Encore Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Billi J. Griffin	100041	BG110322	Board of Supervisors 11/03/2022	\$ 200.00
Florida Department of Economic Opportunity	100042	87105	Special District Fee FY 22/23	\$ 175.00
Julia Jackson	100043	JJ110322	Board of Supervisors 11/03/2022	\$ 200.00
Kutak Rock, LLP	100044	3125367 - 201	General/Monthly Legal Services 09/22	\$ 1,392.00
Mae F. Walker	100045	MW110322	Board of Supervisors 11/03/2022	\$ 200.00
Phil Lentsch	100046	35500	Bind & Ship 5 Agenda Booklets 09/22	\$ 113.75
Phil Lentsch	100051	35658	Bind & Ship 5 Agenda Booklets 10/22	\$ 126.05
Rizzetta & Company, Inc.	100047	INV0000072560	District Management Fees 11/22	\$ 4,008.75
Rizzetta & Company, Inc.	100055	INV0000071872	Assessment Roll Preparation FY 22/23	\$ 5,356.00
Site Masters of Florida, LLC	100056	111422-1	Street Lights - Location 1-3 11/22	\$ 7,500.00
Springer Environmental Services, Inc.	100052	12580	Cleanup 10/22	\$ 711.36
Tampa Bay Times	100053	0000241156 08/28/2022	Legal Advertising 08/22	\$ 2,832.26
TECO	20221129-1	Summary 10/22 - 201	Electric Summary 10/22	\$ 996.91

Encore Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Teresa Morning	100048	TM110322	Board of Supervisors 11/03/2022	\$ 200.00
Times Publishing Company	100049	0000253013 10/23/2022	Legal Advertising 10/22	\$ 398.00
Yellowstone Landscape	100050	TM 439098	Monthly Landscape Maintenance 10/22	\$ 4,869.58
Yellowstone Landscape	100057	TM 446900	Monthly Landscape Maintenance 11/22	\$ 4,869.58
Yellowstone Landscape	100054	TM 449283	Hurricane Ian - Tree Removal 10/22	\$ 995.00
Yellowstone Landscape	100057	TM 458526	Irrigation Repairs 11/22	<u>\$ 3,000.00</u>
Report Total				<u>\$ 38,144.24</u>

Tab 8D

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures December 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2022 through December 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$27,560.79**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Encore Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Drainage & Hydro Inc.	100062	4122022	Stormwater Management Q4 12/22	\$ 5,900.00
Kutak Rock, LLP	100059	3141316	General/Monthly Legal Services 10/22	\$ 333.50
Mandy Electric, Inc	100063	16570	Service Call 12/22	\$ 3,287.00
Rizzetta & Company, Inc.	100058	INV0000073206	District Management Fees 12/22	\$ 4,008.75
Springer Environmental Services, Inc.	100060	12649	Cleanup 11/22	\$ 552.76
TECO	20221228-1	Summary 11/22 - 201	Summary 11/22	\$ 1,448.02
Yellowstone Landscape	100061	TM 459696	Hardwood Trimming for Christmas Lighting 11/22	\$ 5,289.18
Yellowstone Landscape	100064	TM 461424	Monthly Landscape Maintenance 12/22	\$ 4,869.58
Yellowstone Landscape	100064	TM 471414	Annual Rotation 12/22	\$ 1,872.00
Report Total				<u>\$ 27,560.79</u>

Tab 9

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

**Operation and Maintenance Expenditures
August 2022
For Board Approval
Chiller Fund**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$66,136.01**

Approval of Expenditures:

____ Chairperson

____ Vice Chairperson

____ Assistant Secretary

Encore Community Development District Chiller Fund

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
City of Tampa Utilities	2175375	2175375 07/22B	1237 E Harrison St 07/22	\$ 1,257.00
Frontier Florida, LLC	100000	813-223-7101-092412-5 08/22	Acct 813-223-7101-092412-5 08/22	\$ 309.74
Kutak Rock, LLP	100001	CH3083274	General/Monthly Legal Services 06/22	\$ 1,679.50
Rizzetta & Company, Inc.	100002	INV0000070115	Accounting Services 08/22	\$ 858.33
Tampa Bay Trane	100003	312806380	Select Quarterly/Bill Qtrly Contract From 07/22	\$ 14,420.00
TECO	211006277308	211006277308 7/22	1200 Nebraska Av N 07/22	\$ 20,641.53
TECO	211006278348	211006278348 7/22	1004 Nebraska Ave N C 07/22	<u>\$ 26,969.91</u>
Report Total				<u>\$ 66,136.01</u>

Tab 9A

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures September 2022 For Board Approval Chiller Fund

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2022 through September 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$133,959.64**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Encore Community Development District Chiller Fund

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
City of Tampa Utilities	20220930-1	2175375 4/11	1237 E Harrison St 08/22	\$ 1,553.69
Egis Insurance Advisors, LLC	100009	16574 CH	General Liability/Property/POL 10/01/2022-10/01/2023	\$ 50,452.00
Frontier Florida, LLC	100008	813-223-7101-092412-5 09/22	Acct 813-223-7101-092412-5 09/22	\$ 315.64
Kutak Rock, LLP	100007	3096578 CH	General/Monthly Legal Services 07/22	\$ 1,880.00
Kutak Rock, LLP	100011	3109434 - Chiller	Monthly Legal Services 08/22	\$ 2,645.00
Rizzetta & Company, Inc.	100004	INV0000070771-CH	District Management Fees 09/22	\$ 858.33
Tampa Bay Trane	100005	312865382	HVAC Asset Management Contract 08/22	\$ 14,420.00
Tampa Bay Trane	100010	312949959	Monthly Service Agreement 09/22	\$ 14,420.00
TECO	20220930-2	211006277308 08.12	1200 Nebraska Ave N 08/22	\$ 19,059.48
TECO	20220930-2	211006278348 4/11	1004 N Nebraska Ave 08/22	\$ 26,419.45
Times Publishing Company	100006	0000240452 08/10/2022	Legal Advertising 08/22	\$ 1,081.50
Times Publishing Company	100006	0000240466 08/10/2022	Legal Advertising 08/22	\$ 854.55
Report Total				<u>\$ 133,959.64</u>

Tab 9B

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures October 2022 For Board Approval Chiller Fund

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2022 through October 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$46,468.19**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Encore Community Development District Chiller Fund

Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Frontier Florida, LLC	100013	813-223-7101-092412-5 10/22	Acct 813-223-7101-092412-5 10/22	\$ 312.14
Rizzetta & Company, Inc.	100012	INV0000071724 - Chiller	District Management Fees 10/22	\$ 892.67
TECO	20221031-1	211006277308 9/22	1200 Nebraska Av N 09/22	\$ 20,873.35
TECO	20221031-1	211006278348 9/22	1004 Nebraska Ave N C 09/22	<u>\$ 24,390.03</u>
Report Total				<u>\$ 46,468.19</u>

Tab 9C

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures November 2022 For Board Approval Chiller Fund

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2022 through November 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$84,460.80**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Encore Community Development District Chiller Fund

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Cardno, Inc.	100018	1999447	Engineering Services 10/22	\$ 20,124.12
City of Tampa	100017	S-7	Storm Water Fee Folio #1833410098	\$ 221.40
City of Tampa Utilities	20221130-1	2175375 9/22	1237 E Harrison St 09/22	\$ 1,163.94
City of Tampa Utilities	20221130-1	2175375 1/2	1237 E Harrison St 11/22	\$ 1,229.85
Kutak Rock, LLP	100014	3125367	General/Monthly Legal Services 09/22	\$ 1,928.50
Rizzetta & Company, Inc.	100015	INV0000072560 - 201	Accounting Services 11/22	\$ 892.67
Tampa Bay Trane	100016	313050051	Monthly Service Agreement #3117815 10/22	\$ 24,047.31
Tampa Bay Trane	100016	313058457	Replaced Water Line Sensor 10/22	\$ 1,399.85
Tampa Bay Trane	100016	313081582	Key Ring Copies & Clean Up 10/22	\$ 93.08
Tampa Bay Trane	100016	313084468	Bracket and Cable Key 10/22	\$ 11.65
TECO	20221130-2	211006277308 5/11	1200 Nebraska Av N 10/22	\$ 16,532.82
TECO	20221130-2	211006278348 5/11	1004 Nebraska Ave N C 10/22	<u>\$ 16,815.61</u>

Encore Community Development District Chiller Fund

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Report Total				<u>\$ 84,460.80</u>

Tab 9D

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures December 2022 For Board Approval Chiller Fund

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2022 through December 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$149,096.94**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Encore Community Development District Chiller Fund

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Cardno, Inc.	100021	2010292	Engineering Services 11/22	\$ 2,609.61
Cardno, Inc.	100021	2017118	Engineering Services 12/22	\$ 337.50
City of Tampa	20221230-1	2175375 6/11	1237 E Harrison St 12/22	\$ 796.92
Egis Insurance Advisors, LLC	100024	17782	Utility Bond 12/31/22-12/31/23	\$ 3,254.00
Frontier Florida, LLC	100022	813-223-7101-092412-5 12/22	Acct 813-223-7101-092412-5 12/22	\$ 661.72
Kutak Rock, LLP	100023	3141316	General/Monthly Legal Services 10/22	\$ 2,827.50
Rizzetta & Company, Inc.	100020	INV0000073206 - 2	District Management Fees 12/22 2	\$ 892.67
Tampa Bay Trane	100025	313085649	Heat Exchanger Repair 10/22	\$ 58,573.85
Tampa Bay Trane	100019	313126593	Master Contract #3117815 11/22	\$ 24,047.43
Tampa Bay Trane	100026	313188377	Monthly Service Agreement 12/22	\$ 24,047.43
TECO	20221230-2	211006277308 1/2	1200 Nebraska Av N 11/22	\$ 15,869.78
TECO	20221230-2	211006278348 1/2	1004 Nebraska Ave N C 11/22	\$ 15,178.53

Encore Community Development District Chiller Fund

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Report Total				<u>\$ 149,096.94</u>