



Rizzetta & Company

# **Encore Community Development District**

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## **Board of Supervisors' Meeting May 4, 2023**

**The Ella at Encore  
1210 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 Moring Dr. Hazel Harvey Julia Jackson Mae Walker	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**

April 28, 2023

**REVISED FINAL AGENDA**

Dear Board Members:

The Regular meeting of the Board of Supervisors of the Encore Community Development District will be held on **Thursday, May 4, 2023, at 4:00 p.m.** at The Ella at Encore, located at 1210 Ray Charles Blvd. Tampa, Florida 33602. The following is the revised 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
    1. Consideration of Assignment of Contract.....Tab 2
  - D.** Chiller System Manager
    1. Presentation of Central Energy Plant Reports – Trane.....Tab 3
  - E.** Tampa Housing Authority Update
  - F.** District Manager
    1. Review of Manager's Report.....Tab 4
- 4. BUSINESS ITEMS**
  - A.** Ratification of Heat Exchange Repair Agreement.....Tab 5
  - B.** Consideration of Well Replacement Proposal.....Tab 6
  - C.** Review of Fiscal Year 2023-2024 Budget.....USC
  - D.** Consideration of Resolution 2023-03, Amending Resolution 2023-02, Authorizing Boundary Amendment... ..USC
- 5. BUSINESS ADMINISTRATION**
  - A.** Consideration of Minutes of the Board of Supervisors' Regular Meeting held on April 6, 2023.....Tab 7
  - B.** Consideration of Operations and Maintenance Expenditures for March 2023 .....Tab 8
  - C.** Consideration of Chiller Fund Operations and Maintenance Expenditures for March 2023.....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](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

## LANDSCAPE INSPECTION REPORT



April 24, 2023

Rizzetta & Company

John Toborg – Division Manager

Landscape Inspection Services



Rizzetta & Company  
Professionals in Community Management

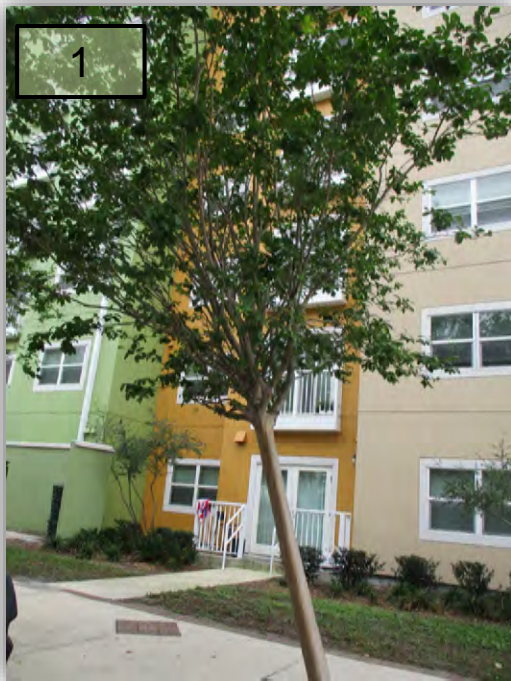


# Scott Street, Ray Charles, Blanche Armwood

## UPDATES, SUMMARY, CURRENT EVENTS:

- **The irrigation well has collapsed. We have received a proposal to dig a new well in a different location.**

1. I would like Yellowstone to straighten and re-stake a leaning Crape Myrtle on the north side of the Tempo on Scott Street. This is a larger tree and will require a significant tree staking system. It may also be necessary to prune no more than 30% of the roots on the wide angel side of the lean to encourage new anchor roots to grow. (Pic 1)



5. I would like Yellowstone to include the planted beds along the road ROWs when they come in and water. A lot of the Dwarf Asian Jasmine, Liriope and Arboricola are in severe wilt.
6. **The three Oaks have been planted along the east side of Blanche Armwood north and south of Ray Charles. I know our irrigation pump & well is down, so how are these being watered? They need to receive about 20-30 gallons every day.** (Pics 6a & b>)



2. **Christmas lights are still hanging from a couple Oaks on Ray Charles. (Pic 2>)**

3. It's probably due to the severe drought, but the Macho Ferns in the drain fields along Scott Street need to have the dead cut out of them.
4. Although it's not a planted palm (it was existing), there is a palm in one of the raised planters along Nebraska between Ray Charles and Scott Street that needs to be trimmed. There is a full petticoat hanging.





# The Reed, Ray Charles Promenades, Chiller Park, The Ella

7. I will monitor this and one other East Palatka Holly in the tree grates along Blanche Armwood. I think it is a reaction to the pump and well being down as these trees prefer wetland areas for their habitats. (Pic 7>)
8. Lift the Oak on the south side of the driveway entrance on the east side of the Reed.
9. There remains a lot of dead growth in the Flax Lily beds throughout all Ray Charles promenades.



10. Yellowstone needs to make sure to empty all trash cans on the property every week. This one in Chiller Park is overflowing. (Pic 10)



11. What is taking the Legacy so long to replace a dead Oak on the SW side of the building? Wasn't this part of their punchlist?



12. When will this turf on the NW corner of the Ella promenade be replaced? (Pic 12)



13. I feel the palms have been over-pruned. They are at an 11 o'clock - 1 o'clock as opposed to a 9 o'clock - 3 o'clock. (Pic 13)





# Ella, Ray Charles Palms, Central & Harrison

14. Trim the tree on the east side of the Ella that partially blocks the roundabout sign from being viewed when travelling from Scott St. to the roundabout.
15. **There are many “spot” lights that are mounted to the palm trunks ☹ that are also mis-aimed. They were on during the day! I would prefer the lighting company utilize a ground-mounted uplight to minimize injury to the palms and alleviate any palm trimming damage.**
16. Keep trees on the east side of Central approaching Scott Street lifted. Street signs are being blocked.
17. Clear the STOP sign from being blocked by an Oak on the SE corner of Central and Harrison.



# Proposals

1. Yellowstone to provide a proposal to completely remove a dead Holly on the south side of Chiller Park next to the fence. Include an option to replace with another 45 Gal., Nellie R. Stevens Holly. I believe this also may be due to the irrigation pump & well being down. (Pic 1)



2. I reported a Crape Myrtle last month on the north side of Harrison between Governor and Hank Ballard that has been infested with Crown Gall for a long time. It has finally killed a portion of the tree. Although Yellowstone has removed the dead limbs, this tree will probably not ever be an aesthetically pleasing street tree. I am asking Yellowstone to provide a proposal for a 4" caliper, Standard Crape Myrtle of matching variety. I do not yet know which variety it is until it blooms. (Pic 2)



## Tab 2



## SHORT FORM ASSIGNMENT LETTER

04/20/2023

**Encore Community Development District**  
**3434 Colwell Ave, Suite 200 / Tampa, FL 33614**

To Whom It May Concern,

**Reference: Assignment of Contract(s)**

Please be informed that on December 8, 2021, Stantec (TSX, NYSE: STN) purchased the North America and Asia Pacific engineering and consulting groups of Cardno Limited. As a result, the ongoing business, and affairs of Cardno USA, Inc., Cardno, Inc., Cardno ChemRisk, Inc., Cardno Holdings Pty Ltd, Cardno Holdings New Zealand Limited, and several other related party affiliates and subsidiaries (collectively, the “**Acquired Cardno Group**”) will be continued through Stantec. Stantec will maintain the Acquired Cardno Group’s present office locations with no interruption in operations or client services, and all future projects and operations will be transitioned to the Stantec name in the upcoming months. The Stantec community unites more than 25,000 employees working in over 400 locations across 6 continents. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

Stantec’s vision includes working with the best clients on the best projects and providing the best services. Accordingly, please be assured that the continuity of your current project will be unaffected by this new arrangement. The caliber of the personnel currently working on your project will not change and, except for the assignment requested herein, no other aspect will be affected.

In this regard, we request your approval to assign all existing contracts in the name of Cardno, Inc., or any of its affiliates, to Stantec Consulting Services Inc. A list of those contracts is attached to this letter. Kindly indicate your consent to the request for assignment by returning a duplicate copy of this letter, executed on behalf of **Encore Community Development District** to [cardnocontracts@stantec.com](mailto:cardnocontracts@stantec.com). If there is any additional information you need, please let me know.

Sincerely,



**Cardno**

**[Doug Stoker]**  
**[Vice President]**

The undersigned hereby consents to the assignment of the Contracts on the attached list to Stantec Consulting Services Inc. effective January 1, 2023.

**[Encore Community Development District]**

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# CONTRACTS TO BE ASSIGNED

Project Number	Project Name	Billing Client	Project Manager	Start Date	Completion Date	Project Status	Project Location
238200349	DEV Encore Chiller Plant Lot12	Encore Community Development District	Woodcock, Greg	11/18/2021	12/31/2024	Approved	Tampa~Florida~USA
238200348	Encore CDD	Encore Community Development District	Woodcock, Greg	1/14/2011	12/31/2024	Approved	Tampa~Florida~USA

## **Tab 3**



# ENCORE

## IS Energy Management Report

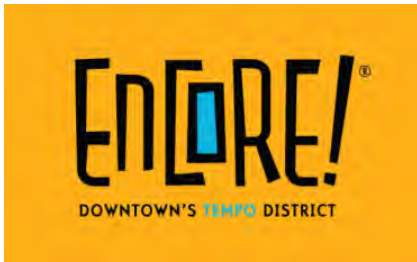
March 2023



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

### Customer

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



SECTION 1: System Ton-Hour Usage

SECTION 2: Performance Trends & Water Analysis

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)

Christina Newsome, 813-533-2950

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

SECTION 5: Time of Use Electric Rates

SECTION 6: Operations, Maintenance & Repairs

SECTION 7: Lot Management Activities

SECTION 8: Project Management Activities

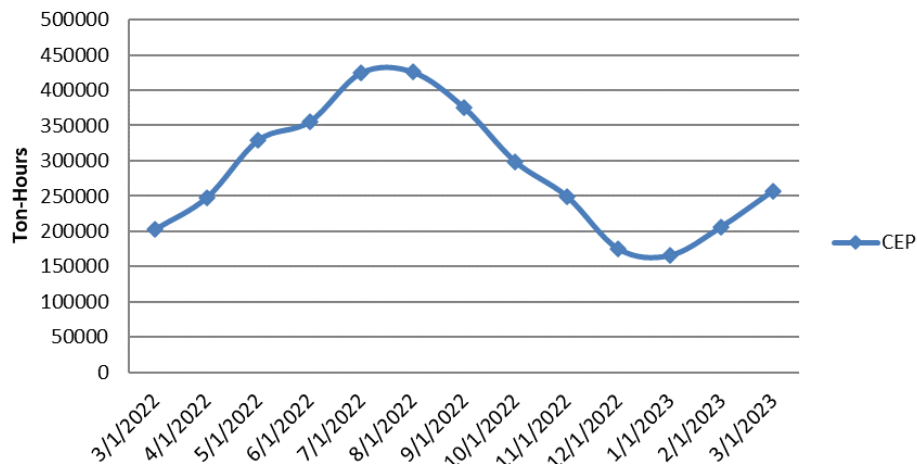


## SECTION 1: System Ton-Hour Usage

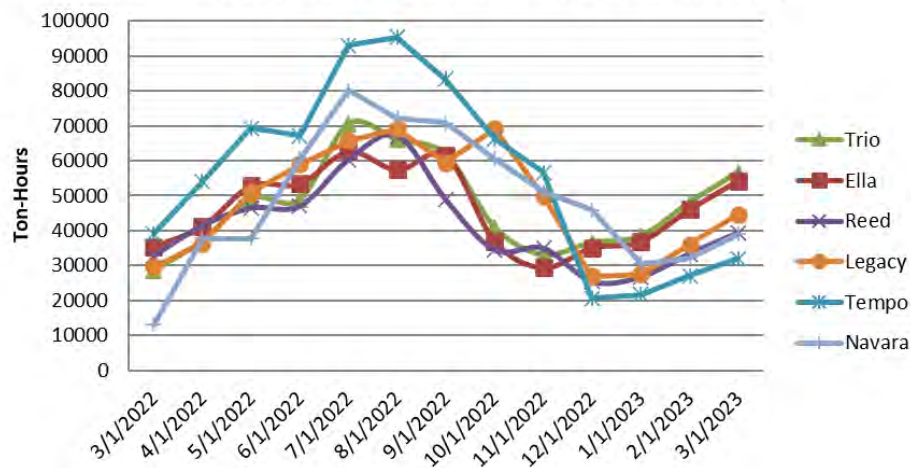
- CEP total kWh consumption increased 43%, and the total cooling degree days increased 44% from the previous month.
- The performance metrics below indicate a CEP efficiency of .46 kW/ton.
- CEP Ton-Hour consumption increased 25% from the previous month.

February Ton-Hour Consumption		CEP Metrics		March Ton-Hour Consumption		CEP Metrics	
CEP	206,535	kWh	83,267	CEP	257,368	kWh	119,252
Trio	48,060			Trio	56,711		
Ella	45,990	Total Tons	826,139	Ella	54,268	Total Tons	1,029,473
Reed	33,318			Reed	39,315		
Legacy	35,971	Ton-Hours	206,535	Legacy	44,621	Ton-Hours	257,368
Tempo	27,105			Tempo	31,984		
Navara	38,996	kW per Ton	0.40	Navara	48,539	kW per Ton	0.46

### CEP Ton-Hour Consumption History



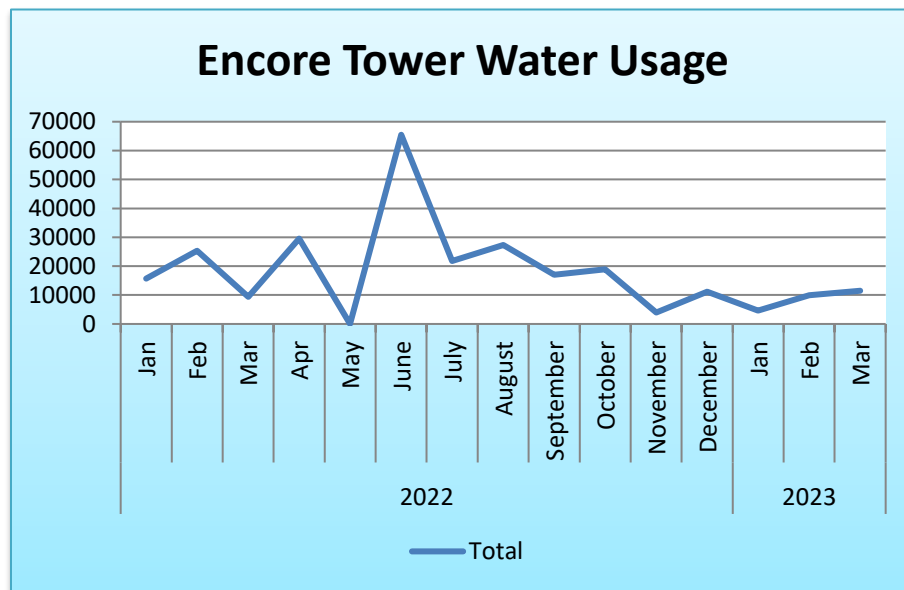
### Building Ton-Hour Consumption History



## SECTION 2: Performance Trends and Water Analysis

	This Period	Last Period	Year-to-date	Comments
Plant Efficiency (kW/ton)	.46	.40	Avg: .48	This period was average efficiency.
Days Failed to Make Ice	31	28	90	Chiller #1 down for repair.
Minimum Ice Level	-.9%	-1.3%	-2.9%	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	.3	
Tower Conductivity Blow Down Gallons	11,440	9,896	25,907	See graph of water usage below
Domestic Water	11	26	57	
Average CHW Supply Temperature	39.9	40.1	40.1	Distribution Setpoint = 39.0 degrees.





Date	Usage Gallons	2023	
<b>2022</b>		Jan	4571
Jan	15688	Feb	9896
Feb	25337	Mar	11440
Mar	9417	Apr	
Apr	29527	May	
May	0	June	
June	65489	July	
July	21753	August	
August	27305	September	
September	17017	October	
October	18905	November	
November	3944	December	
December	11165	<b>Total</b>	<b>25907</b>
<b>Total</b>	<b>245547</b>		

## Water Treatment Information



### Service Report

Quarterly Chilled Loop Service Report  
Wednesday, April 5, 2023 5:01 PM EDT

Encore Chiller Plant  
Encore Chiller Plant  
1202 N. Governor St  
Tampa FL 33602  
(813) 877-8251

Report Number: 551112  
Recorded By: Juan Valenzuela  
jvalenzuela@chemtexcorp.com

#### Chiller Plant - Chilled Loop

Test	Chill Loop			
pH	10.4 9 - 11			
Conductivity (as $\mu\text{mhos}$ )	1226 1500 - 3000			
Iron (ppm as Fe)	0 1 max			
Sodium Nitrite (ppm as $\text{NaNO}_2$ )	230 800 - 1200			

#### Chill Loop

Online

Levels of Sodium Nitrite were found to be lower than the minimum wanted for this system. We don't exactly how and where we are losing the inhibitor. Brian, Javier and I let the system bleed for a while to test the new installed water make up water sensor, in order to discard the hypothesis of having a leak somewhere in the system. We are very optimistic that this might not be the case. The filter on the pot feeder was changed and it was left open in order to have a good water circulation, this pot feeder has the particularity that it condenses a very significant amount of water, making the floor to be constantly wet. the feeder needs to be properly insulated to be able to prevent this from happening.



### Service Report

Monthly Water Treatment Service Report  
Monday, April 3, 2023 2:30 PM EDT

Encore Chiller Plant  
Encore Chiller Plant  
1202 N. Governor St  
Tampa FL 33602  
(813) 877-8251

Report Number: 550935  
Recorded By: Juan Valenzuela  
jvalenzuela@chemtexcorp.com

#### Chiller Plant - Condenser Water

Test	Softeners	Condenser Water		
Hardness, total (ppm as $\text{CaCO}_3$ )	2 5 max	10 150 max		
Hardness, calcium (ppm as $\text{CaCO}_3$ )	0 5 max	0 100 max		
Alkalinity, M (ppm as $\text{CaCO}_3$ )	110 20 - 400	1750 800 max		
Conductivity (as $\mu\text{mhos}$ )	887 Record	4834 1000 - 5500		
Controller Conductivity Reading		4962 Record		
On-Trac, ppb	0 Record	161 80 min		
On-Trac Controller Reading		98 Record		
pH	8.0 6 - 8.5	8.8 Record		
Temperature ( $^{\circ}\text{F}$ )		95 80 - 100		
Bromine, total (ppm as $\text{Br}_2$ )		0.9 0.5 - 1		
Chlorine, free (ppm as $\text{Cl}_2$ )		0.5 0.1 - 0.5		
Average Daily Blowdown, gal (from $\text{ft}^3$ )		3094.5 Record		
Days since last input		30 31 max		
Conductivity Cycles (Calculated)		5.4 4 - 10		
Blowdown, Current, $\text{ft}^3$		240117 Record		
Blowdown, Previous, $\text{ft}^3$		227706 Record		

#### Softeners

Online

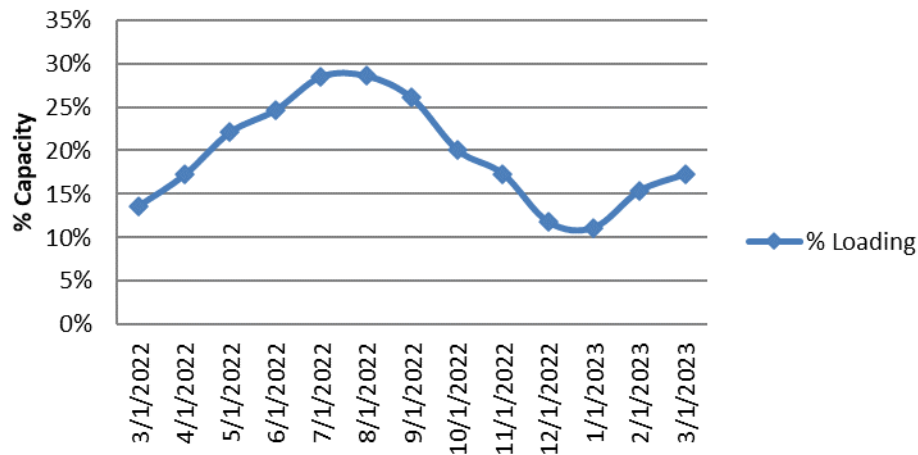
Softener system is keeping its water consistency, working very good.

#### Condenser Water

Online

Alkalinity level is over its max allowed number.  
A spare pump that I had on site was found to have the electrical cord cutoff, I will take pictures next time I passed by (forgot to take some this time). I have no idea who did that, that was unnecessary to do.

## Encore Plant Loading



- Current month Plant Loading of 17% was slightly higher than last month due to an increase 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
<b>2022</b>									
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
<b>2023</b>									
Jan	42.8	40.3	2.5	2,135	663,506	165,877	94,573	0.57	98
Feb	44.3	40.1	4.1	1,777	826,139	206,535	83,267	0.40	167
Mar	43.7	39.9	3.8	2,231	1,029,473	257,368	119,252	0.46	241

### 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	39.8	7.9	167	8.0	476,732	38.5	38.6
Jan	47.7	40.0	7.7	124	8.0	120,539	29.7	30.0
Feb	47.9	39.9	8.0	179	8.0	159,693	44.4	44.5
Mar	47.6	39.6	8.0	198	8.0	196,500	41.8	41.9

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	48.6	42.8	5.8	223	42	480,086	2.3	97.1	96.6
Jan	48.4	43.1	5.4	189	42	129,372	2.3	97.9	97.5
Feb	48.8	42.8	6.0	230	42	156,514	2.3	97.6	97.2
Mar	48.7	42.6	6.1	250	42	194,200	2.3	95.8	95.2

## 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	53.1	40.0	13.0	91	10.0	435,760	72.1	27.7
Jan	50.2	40.2	9.9	87	10.0	110,809	47.0	26.3
Feb	55.1	40.1	14.9	85	10.0	145,610	89.2	26.0
Mar	54.1	39.8	14.3	101	10.0	179,341	81.6	30.7

Legacy Bldg Side HX	Average Return Temp	Average Supply Temp	Average Delta T	Average Flow (GPM)	Average CHW Setpoint	Total Tons	Average CHWP-1 VFD Feedback	Average CHWP-2 VFD Feedback
2022	51.6	43.0	8.7	121	42	474,345	--	--
Sep	53.3	43.7	9.6	167	--	108,373	--	--
Oct	52.7	43.2	9.5	131	--	156,832	--	--
Nov	52.0	43.3	8.8	113	--	120,774	--	--
Dec	49.2	42.1	7.2	92	42	88,367	--	--
2023	53.2	44.8	8.4	88	42	270,747	49.9	47.8
Jan	50.5	42.8	7.7	83	42	82,864	45.5	39.5
Feb	55.2	46.2	9.0	82	42	82,289	50.0	50.0
Mar	54.2	45.5	8.7	97	42	105,594	54.2	54.2



## Ella – Plant and Building Side Heat Exchanger Information

Ella Plant Side HX	Average Return Temp	Average Supply Temp	Average Delta T	Average CHWR Flow	Plant Total Tons	Average Setpoint
2022	50.3	41.6	8.8	0.0	0	0
Nov	50.9	41.6	9.3	0.0	0	0
Dec	50.0	41.6	8.4	0.0	0	0
2023	48.8	7.0	41.8	155.7	130,994	39
Jan	49.8	-54.9	104.8	0.0	0	0
Feb	50.3	39.5	10.8	0.0	0	0
Mar	46.4	39.7	6.7	155.7	130,994	39

Ella Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average Plant Delta T	Average CHW Return Flow	Bldg Total Tons	Average CHW Setpoint	Average Mixing Valve Signal
2022	53.9	41.8	12.2	138	426,408	42	0.0
Nov	55.0	42.0	12.9	160	253,568	42	0.0
Dec	53.0	41.6	11.4	118	172,840	42	0.0
2023	53.0	41.6	11.4	147	613,636	42	94.2
Jan	52.5	41.6	10.9	120	165,697	42	94.6
Feb	53.2	41.6	11.5	144	189,228	42	93.8
Mar	53.3	41.6	11.7	175	258,711	42	94.0

## Reed – Plant and Building Side Heat Exchanger Information

Reed Plant Side HX	Average Plant Return Temp	Average Plant Supply Temp	Average Plant Delta T	Average Plant CHWR Flow	Plant Total Tons	Average Plant Setpoint	Average Plant Mixing Valve
2022	50.1	40.3	9.8	0.0	0	0	0.0
Sep	52.3	41.6	10.7	0.0	0	0	0.0
Oct	52.0	40.2	11.8	0.0	0	0	0.0
Nov	51.5	40.2	11.3	0.0	0	0	0.0
Dec	45.7	39.9	5.8	0.0	0	0	0.0
2023	48.9	39.7	9.2	153.8	240,925	39	41.7
Jan	46.5	39.9	6.6	0.0	0	0	0.0
Feb	47.8	39.7	8.1	0.0	0	0	0.0
Mar	52.2	39.5	12.7	153.8	240,925	39	41.7

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	54.2	42.4	11.8	111	44	463,915	20.0
Jan	54.0	42.0	12.0	85	44	124,804	20.0
Feb	54.4	42.6	11.7	117	44	152,129	20.0
Mar	54.3	42.7	11.6	131	44	186,982	20.0



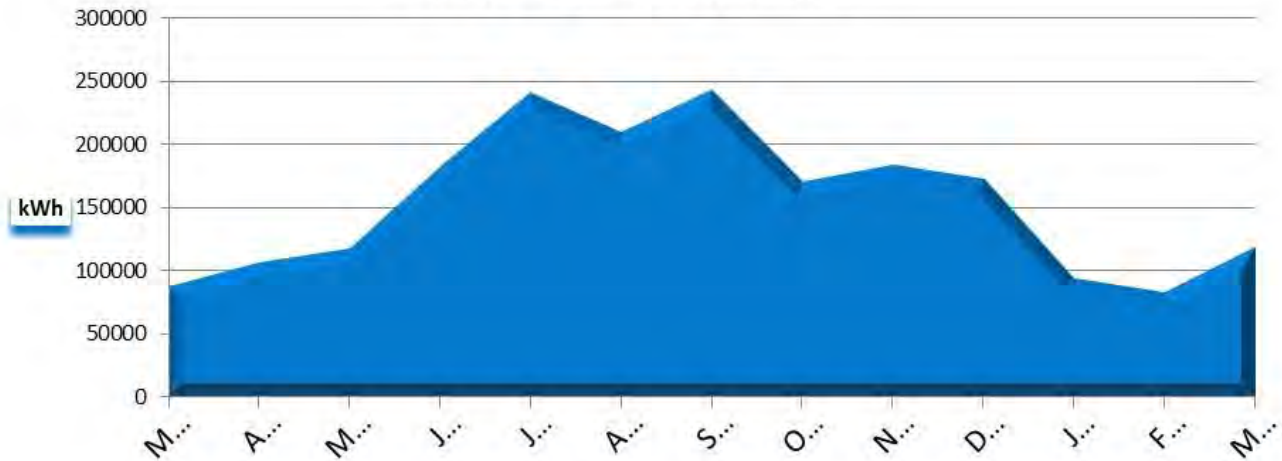
## Trio – Plant and Building Side Heat Exchanger Information

Trio Plant Side HX	Average Plant Return Temp	Average Plant Supply Temp	Average Plant Delta T	Average Plant Setpoint	Average Plant CHWR Flow	Plant Total Tons	Average Plant Mixing Valve
2022	45.5	39.6	5.8	0	0.0	0	0.0
Nov	46.6	39.7	6.9	0	0.0	0	0.0
Dec	44.7	39.6	5.1	0	0.0	0	0.0
2023	49.5	39.9	9.6	39	76.0	99,355	100.0
Jan	46.2	39.7	6.5	0	0.0	0	0.0
Feb	52.1	40.1	12.0	0	0.0	0	0.0
Mar	50.6	40.0	10.6	39	76.0	99,355	100.0

Trio Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average CHW Delta T	Average CHW Return Flow	Bldg Total Tons	Average DP Setpoint	Average CHW Diff Pressure	Average Bypass Valve (%)
2022	54.8	50.2	4.6	1,892	1,923,757	17.5	17.5	0.0
Nov	55.3	51.1	4.2	2,104	998,491	17.5	17.5	--
Dec	54.3	49.4	5.0	1,687	925,266	17.5	17.5	0.0
2023	56.5	51.6	5.1	1,911	2,681,507	15.3	15.3	0.0
Jan	54.8	50.4	4.5	1,687	840,547	17.5	17.5	0.0
Feb	55.2	53.8	1.7	2,318	347,245	17.5	17.5	0.0
Mar	59.3	50.8	8.7	1,767	1,493,715	11.0	11.0	0.1

## 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	83,267	\$8,280.80	30,455	\$1,890.68
March	87,784	\$8,856.09	119,252	\$13,927.11	-31,468	-\$5,071.02
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	297,092	\$33,417.57	6,567	-\$5,761.46

## 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

### Completed Maintenance & Repairs

<b>FM-T, CH-2 Flow Meter 4/5 &amp; 4/6/23</b>	Tech: Javier Suris, the meter had developed a leak at the compression fitting. I had fixed it, but it began leaking again. Moved the position again and it slowed down but still leaks. Contacted Onicon TS. It's not field repairable, so it needs to be sent in or dropped off. Removed the sensor and temporarily put the point out of service. I will drop it off tomorrow. Dropped off the meter at Onicon. Picked up glue for the insulation repair later on.
<b>Ice Tanks 3/30 &amp; 4/3/23</b>	Tech: Ron Speicher, drove to the site and gained access to the equipment. Checked water level and clarity. Water clarity looks ok. Water level is low on several tanks. Found Ice Meter not working, no bubbles at ice tank, needs further evaluation. I will return and top off the ice tanks that are low with city water.
<b>Reed – Plant UC600 3/1/23</b>	Tech: Javier Suris, picked up cable from Mike Poirson. Ran wire and made connections for communication from the Plant UC600 to the SC. Used Link-1 BACnet MS/TP. Set UC protocol address and mac address. Discovered the device, assigned template, and installed it. Checked device communication status. Let Frank Garfi and Mike Poison know of the change.
<b>Ella – Plant UC600 3/1/23</b>	Tech: Javier Suris, the plant controller is Siemens and uses BACnet isolated comm configuration. Ran wire and made connections for communication from the Plant UC600 to the mechanical room FCU which is Siemens controller. Used Link-1 BACnet MS/TP. Set UC protocol address and mac address. Discovered the device, assigned template, and installed it. Checked device communication status. Let Frank Garfi and Mike Poison know of the change.
<b>Trio – Plant UC600 3/1/23</b>	Tech: Javier Suris, picked up cable from Mike Poirson. Ran wire and made connections for communication from the Plant UC600 to the SC. Used Link-2 BACnet MS/TP. Set UC protocol address and mac address. Discovered the device, assigned template, and installed it. Checked device communication status. Let Frank Garfi and Mike Poison know of the change.
<b>CEP CHWP-3 Insulation 2/8/23</b>	Tech: Javier Suris, met with the insulators and let them in the plant. Verified the work was done. Always a good job by Meredith guys.
<b>CEP Inspection 2/7 &amp; 2/8/23</b>	Tech: Javier Suris, worked on the inspection. Completed BAS inspection. Checked controllers, software, applications, electrical, operation and backed up. Checked sensors and equipment. Workstation PC operating system is Windows 7. Need to upgrade to Windows 10 or replace it. Cisco Linksys ethernet switch is bad. Need new switch. Ordered new ethernet switch. Picked up new ethernet switch from the store. Installed the new device and tested communications. Completed the inspection on the BAS equipment.
<b>CEP Annual Inspection – All Equipment 1/12/23 thru 2/7/23</b>	<p>Techs: Javier Suris and Justin Kamowski.</p> <p>CH-1 - ordered needed parts for annual inspection. Picked up tube brush machine and rigging. Picked up parts and materials. Drained the condenser barrel and dropped the head. Very dirty. Setup to begin brushing tubes. Went to Parts Supply to get oil sample kits. Brushed condenser tubes. Cleaned head and flanges, installed new O-ring, closed the barrel. Opened isolation valves and checked for leaks. Changed oil, purge, and oil return line filters. Pulled oil sample and sent to the lab. Went to the shop and properly disposed of old parts. Returned rigging equipment. Electrical inspection. Megged the motor. Connected to the unit controller and saved a report. Also exercised IGVs. NOTE: THIS CHILLER IS OUT OF SERVICE DUE TO REPAIRS ON THE HX.</p> <p>CH-2 - Annual inspection. Shut down the chiller briefly. Changed the oil filter. Restored the machine. Changed purge and evaporator oil return line filter dryers. Collected oil sample and sent to the lab. Checked the operation and logged it. Saved report. Went to the shop and properly disposed of old parts. NOTE: THE CHILLER CANNOT BE SHUTDOWN FOR AN EXTENDED PERIOD OF TIME DUE TO CH-1 BEING OUT OF SERVICE.</p> <p>FCU-1 and 2 - Changed the filters, checked belt, drain pan, and drain line, checked the fan and coil. NOTE: The coil is a little dirty and needs to be cleaned. Added drain line cleaner. Checked electrical.</p> <p>Performed annual inspections on all other equipment. Inspected, cleaned, and exercised all building lot gate valves.</p>
<b>CEP CHWP-3 12/19/22 thru 1/30/23</b>	Tech: Javier Suris, met with TAW Tech. They had just installed a new pump assembly and closed it down. Opened the valves and bled air out of the casing. Removed LOTO and reapplied power to the VFD. Ran the pump in hand up to 100%. Some cavitation in the pump. Continue to bleed air out. Put the VFD back in Auto. Logged to the Tracer and removed the Override OFF. The pump began to run in Auto. Checked the operation. TAW damaged the insulation box while taking apart the pump and they left it that way. Contacted Jeff W and we will have an insulator to repair the box. Waiting for insulation to be repaired by Meredith Insulation. Set the schedule. Job completed.
<b>CEP CH-2 1/9/23</b>	Tech: Javier Suris, monthly meter readings for IS. Supply water line to CH-2 was vibrating. Found the pump pushing too much water through the chiller (16 psid). The chiller nominal flow is 1440 gpm at 5 psid. Lowered plant DP setpoint to 8 psid. Monitored the buildings and were satisfied. Flow through the chiller is approximately 1800 gpm. Will continue to monitor.
<b>CEP CHWP-2 &amp; Onicon Flow Meter – Leaks</b>	<p>Tech: Javier Suris, remote connected to the site. Temporarily switched CHWP-2 OFF and CHWP-1 ON. Until the leak is fixed next week.</p> <p>Arrived on site. Found another leak at the CH-2 Onicon water flow sensor and checked it. Removed the sensor and applied new Teflon tape and paste. Leak stopped now.</p>

<b>12/2 thru 12/27/22</b>	<p>The nipple broke while I was trying to take it apart. Worked on extracting the broken piece. Had to take an emergency service call. I will continue. The pump is presently overridden OFF.</p> <p>Drilled out the left stud of the nipple and tapped the threads. Installed new nipple. Leak tested. Now both 1/4" service valves leak, the stressed and cracked. Replaced the valves and installed new 1/4 brass elbow. Leak tested, all OK. Removed all CHWP's overrides on Tracer. Put back the coupling guard on CHWP-1 that was previously removed to inspect the coupling.</p> <p>The meter has been leaking at the compression fitting for the sensor rod. I had tightened it and it stopped but started leaking again. I moved the rod back 1/8 of an inch and tightened, it stopped but I do not think it will hold. I will follow up tomorrow. If it continues to leak, I will get with the vendor to see if the nut can be purchased individually and replace it. The chiller and pumps need to be shutdown briefly to replace the nut.</p> <p>Followed up. No leaks. I did inquire about the fitting from the vendor in case it does leak again later on.</p>
<b>CEP CH-2 11/10/22</b>	<p>Tech: Javier Suris, received a few alarms from the chiller plant. Remote connect to the site and checked CP status. Reset CP active alarms. CH-2 came back online, monitored the operation. All working properly now. Monitored throughout the day. All working properly.</p>
<b>CEP Tracer SC 11/4/22</b>	<p>Tech: Joe Fortugno, arrived on site and checked the SC, found that I was able to access the SC from the computer workstation but could not access the internet. I found the Ethernet switch sitting on top of the router blocking the router's cooling. Because of this, both devices were extremely hot. I moved the switch off on the router and reset the router. Both devices cooled down and the internet started working again. I checked Trane connect and we could now access it. I at no time had to reset the SC+.</p>



## Chiller #2 Chilled & Condenser Water Performance

Chiller 2	Average Chilled Water Entering	Average Chilled Water Leaving	Average Chilled Water Delta T	Average Condenser Water Entering	Average Condenser Water Leaving	Average Condenser Water Delta T	Average %RLA	Run Hours
2022								
Jan	41.8	40.0	1.7	63.9	67.0	3.2	25.3	743
Feb	42.2	40.0	2.2	65.6	69.2	3.6	27.9	655
Mar	44.0	40.0	4.0	68.3	73.1	4.8	34.5	720
Apr	44.6	40.0	4.6	70.9	76.4	5.4	40.6	719
May	44.7	40.0	4.7	74.8	81.0	6.2	51.2	744
Jun	43.6	40.0	3.6	79.0	86.2	7.2	62.7	720
Jul	43.2	40.0	3.2	80.5	88.3	7.8	68.0	744
Aug	43.1	40.0	3.1	80.6	88.5	7.9	69.6	744
Sep	42.8	40.1	2.7	78.9	86.1	7.3	62.5	701
Oct	43.2	40.0	3.2	71.7	77.8	6.0	45.5	743
Nov	43.1	40.0	3.1	71.1	76.7	5.6	41.1	721
Dec	41.8	40.0	1.8	65.1	69.8	4.7	30.6	739
2023								
Jan	42.3	40.0	2.3	65.0	69.1	4.0	29.0	743
Feb	43.8	40.0	3.8	69.4	74.2	4.8	36.1	672
Mar	43.3	40.0	3.2	71.8	76.7	4.9	43.1	743

## Chiller #2 Predictive Maintenance Information

Chiller 2	Average Cond Pressure	Average Cond Temperature	Average Cond Approach Temp	Average Evap Pressure	Average Evap Temperature	Average Evap Approach Temp	Average Oil Diff Pressure	Average Oil Temperature	Run Hours
2022									
Jan	-3.8	67.0	-0.1	-9.1	38.6	1.4	23.0	101.0	743
Feb	-3.3	69.2	-0.1	-9.1	38.5	1.5	6.0	102.3	655
Mar	-2.3	73.1	0.0	-9.1	38.4	1.6	23.1	104.0	720
Apr	-1.4	76.5	0.1	-9.1	38.3	1.7	22.9	106.1	719
May	1.0	85.0	4.0	-9.1	38.4	1.6	22.2	109.9	744
Jun	0.4	83.1	-3.1	-9.1	38.4	1.6	22.0	116.3	720
Jul	2.6	89.4	1.1	-9.1	38.0	2.0	21.9	119.0	744
Aug	3.4	92.7	4.3	-9.2	37.9	2.1	21.8	123.4	744
Sep	1.6	86.8	0.7	-9.1	38.1	2.0	22.0	116.1	701
Oct	-0.9	78.2	0.4	-9.1	38.5	1.5	22.1	106.8	743
Nov	-1.2	77.1	0.4	-9.1	38.6	1.4	22.1	107.2	721
Dec	-2.9	70.4	0.6	-9.1	38.6	1.4	22.3	102.6	739
2023									
Jan	-3.1	69.8	0.8	-9.1	38.5	1.5	22.4	103.1	743
Feb	-1.6	75.9	1.7	-9.1	38.3	1.7	22.2	107.8	672
Mar	-1.2	77.4	0.7	-9.1	38.4	1.6	22.0	112.1	743

**SECTION 7: Lot Management Activities**



**SECTION 8: Project Management Activities**

## Tab 4



Rizzetta & Company

May 4

# District Manager's Report

# 2023

## UPCOMING DATES TO REMEMBER

- **Next Meeting:** June 1, 2023 – Proposed Budget Adoption

### FINANCIAL SUMMARY

3/31/2023

General Fund Cash & Investment Balance: \$239,539

Chiller Operation Cash & Investment Balance: \$717,356

Chiller Reserve Fund Investment Balance: \$2,402,435

**Total Cash and Investment Balances: \$3,359,330**

**General Fund Expense Variance: Under Budget  
\$18,353**

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RASI Reports [rasireports@rizzetta.com](mailto:rasireports@rizzetta.com) • CDD Finance Team [CDDFinTeam@rizzetta.com](mailto:CDDFinTeam@rizzetta.com)

Professionals in Community Management



April 21, 2023

To whom it may concern,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2023, listed below.

Community Development District	Number of Registered Electors
Encore	857

We ask that you respond to our office with a current list of CDD office holders by **June 1<sup>st</sup>** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 384-3944 or [ewhite@votehillsborough.gov](mailto:ewhite@votehillsborough.gov).

Respectfully,

Enjoli White  
Senior Candidate Services Manager





## Tab 5

**AGREEMENT BETWEEN THE ENCORE COMMUNITY  
DEVELOPMENT DISTRICT AND CT/HX SERVICES, LLC,  
FOR HEAT EXCHANGER REPAIR**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between:

**Encore Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hillsborough County, Florida, and whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”); and

**CT/HX Services, LLC**, a Florida limited liability company, with a mailing address of 661 Garden Commerce Parkway, Suite 120, Winter Garden, Florida 34787 (“Contractor,” together with District, “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”), by ordinance adopted by Hillsborough County, Florida; and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to provide rigging for replacement of the wheel assembly on the end plate of the Armstrong Heat Exchanger; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide heat exchanger repair services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

**SECTION 2. DUTIES.** The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A. Contractor shall provide heat exchanger repair services, as described in **Exhibit A**. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B. Services shall commence upon execution of this Agreement and be completed within \_\_\_\_\_ (\_\_\_\_) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D. Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F. Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

### **SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.**

- A. The District shall pay Contractor **Fourteen Thousand Six Hundred Ninety-Six Dollars (\$14,696.00)** for the Services as identified in **Exhibit A** attached hereto

and incorporated herein by reference. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

#### **SECTION 5. INSURANCE.**

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
  - (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **SECTION 6. INDEMNIFICATION.**

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor

to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** 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 damages, injunctive relief, and/or



specific performance. The District 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 District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent

the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required 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.

**SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

**SECTION 20. 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 Parties.

**SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

- |                                 |   |
|---------------------------------|---|
| <b>A. If to District:</b>       | Encore Community Development District<br>3434 Colwell Avenue, Suite 200<br>Tampa, Florida 33614<br>Attn: District Manager |
| <b>With a copy to:</b>          | Kutak Rock LLP<br>107 West College Avenue<br>Tallahassee, Florida 32301<br>Attn: District Counsel                         |
| <b>B. If to the Contractor:</b> | CT/HX Services, LLC<br>661 Garden Commerce Pkwy., Suite 120<br>Winter Garden, Florida 34787<br>Attn: Jordan Cole          |

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees 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 addressees set forth in this Agreement.

**SECTION 23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto 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 or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; 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 hereto and their respective representatives, successors, and assigns.

**SECTION 24. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Hillsborough County, Florida.

**SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Christina Newsome** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 533-2950; CNEWSOME@RIZZETTA.COM; AND 2700 S. FALKENBURG ROAD, SUITE 2745, RIVERVIEW, FLORIDA 33578.**

**SECTION 26. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 27. 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 any doubtful language will not be interpreted or construed against any party.

**SECTION 28. 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. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 29. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 30. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 31. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[CONTINUED ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

**ENCORE COMMUNITY  
DEVELOPMENT DISTRICT**

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

**CT/HX SERVICES, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A: Scope of Services**



## EXHIBIT A



March 27, 2023

Trane Commercial Systems – Tampa Bay  
902 N Himes Ave.  
Tampa, FL 33609

Attention: Jeff Watson

Reference: Trane-Encore  
Armstrong Heat Exchanger  
Model: S229-5000-426 | Serial: AN11022-101

Dear Jeff:

Per your request we offer the following proposal to provide rigging to replace the wheel assembly on the end plate of the referenced heat exchanger on site. Our recommended scope is as follows:

**A. Base Scope: Replace Wheel Assembly**

1. Using 3<sup>rd</sup> party rigging, support end plate to change out wheel assembly.
2. Rigging will be using truck and trailer.
3. Any delays outside of rigging control will result in additional charges.

**PRICE: \$14,696.00 total for Rigging**

Accepted by:  (Initials)

**Base Scope Notes and Clarifications:**

1. Provide CT/HX trained technicians and employees for the entire project.
2. All work will be done in compliance with Customer safety policies and procedures. All CT/HX employees will be supplied with PPE as necessary per scope specific situations.
3. Provide as necessary all scaffolding, ladders, lift and temp supports to gain safe access to the air inlet side of the towers.
4. Perform start-up (with Customer help) of all cooling tower cells after work.
5. Above scope of work does not include any power or control wiring unless otherwise stated.
6. The above price does not include labor priced at Davis Bacon, Certified or Prevailing wages unless otherwise noted.
7. The above pricing does not include labor performed at Overtime or Weekend.
8. The above pricing does not include any unforeseen conditions.
9. Pricing includes typical Sales Tax on all purchased materials, parts and tools for the project but does not include any local, jurisdictional or state usage or privilege taxes that may need to be assigned up and above quoted price.
10. The above quoted price is valid for 30 days only. After 30 days CT/HX will need to confirm price and availability prior to final agreement.
11. A 4% PROCESSING FEE WILL BE ADDED TO EACH CREDIT CARD TRANSACTION



CT/HX  
601 Garden Commerce Parkway, Suite 110  
Winter Garden, FL 34787  
(800) 388-8226 | (407) 267-2938  
CAC1817136  
cthx.com

The proposal price includes the estimated labor, miscellaneous materials, travel, and expenses specifically noted and required to perform these services; it does not include any additional repairs or services, which may become apparent during the course of the maintenance contract. Any additional repairs or required/requested work would be extra and would require additional written confirmation. The proposal pricing presupposes that work will be performed during normal working hours.

Please acknowledge acceptance by signing and dating area below and returning the complete proposal to **CTHX**. Thank you for this opportunity to be of service. If you should have any questions concerning this quote, please feel free to contact me at (407)267-2938.

Sincerely,

Jordan Coole  
CT/HX Services, LLC  
Florida License CAC1817136  
[www.cthx.com](http://www.cthx.com)



CT/HX  
361 Garden Commerce Parkway, Suite 120  
Winter Garden, FL 34787  
NET 30E 821E + 407/267,2938  
DWG1/17156  
chbx.com

**Acceptance of Proposal By:**

Printed: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Purchase Order # \_\_\_\_\_ Amount: \_\_\_\_\_

Credit Card Information: ☐ American Express ☐ Discover ☐ Master Card ☐ Visa

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Terms and Conditions**

CT/HX Services, LLC shall not be liable for delays beyond our control nor for special, indirect or consequential damages of any kind under our contract.

Workmen's Compensation Insurance as well as General and Automobile Liability Insurance cover CT/HX Services, LLC personnel and vehicles.

Unless otherwise stated, prices are firm for thirty (30) days from the date of this proposal and are based on work being performed during normal working hours of 8:00AM to 4:00PM, Monday through Friday exclusive of holidays. Labor performed outside regular hours will be charged extra at applicable overtime or holiday rates.

The contract balance is payable net 30 days following completion of the work. The account is subject to a finance charge for late payment computed at a monthly rate of 1 ½% of the total past due balance. Please be advised that we now accept American Express, VISA and MasterCard.

All labor and material furnished by CT/HX Services, LLC is warranted to be free from defects in material and workmanship for a period of one year unless stated differently elsewhere. Warranty period begins at date of installation.

All labor and material furnished by CT/HX Services, LLC is warranted to be free from defects in material and workmanship for a period of one year unless stated differently elsewhere. Warranty period begins at date of installation.

## Tab 6



Proposal #304003

Date: 04/20/2023

From: Chrissy Van Helden

## Proposal For

### Encore CDD

c/o Rizzetta & Company, Inc.  
9428 Camden Field Pkwy  
Riverview, FL 33578

main:  
mobile:

## Location

1004 N Nebraska Ave  
Tampa, FL 33602

Property Name: Encore CDD

Drill New Well

Terms: Net 30

Drill New Well and Abandon Collapsed Well

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Well Drilling- 4"	200.00	\$34.25	\$6,849.50
Well Casing- 4" Galvanized Steel	126.00	\$27.40	\$3,452.15
Permits, Mobilization, Well Development, Pump Install and Tuning	1.00	\$2,260.34	\$2,260.34
Abandonment of Existing Well	1.00	\$2,054.85	\$2,054.85
Pump Package	1.00	\$21,214.27	\$21,214.27

## Client Notes

**Pump Package Includes:** (System will produce up to 93 GPM @ 65 PSI) -

-126' - 2" Galvanized Steel TNC Drop Pipe

-130' - 10/3 AWG Double Jacketed Submersible Pump Wire With Ground

-4"x2" Stainless Steel Steel Well Seal

-Grundfos SmartFlo 75 - 7.5HP 230V 1PH or 3PH Input / 230V 3PH Output IP55

-Grundfos 7.5HP 230V 3 PH Stainless Steel Submersible Motor

-Grundfos 77S75-12 All Stainless Steel Submersible Pump

-Grundfos 1/2" Stainless Steel Pressure Transducer - 4-20ma | 5-120 PSI

- Challenger 44 Gallon Pressure Tank
- 1" Stainless Steel Braided Accessory Hose
- 2" Stainless Steel Constant Pressure Manifold and Isolation Valve
- 3/4" Stainless Steel Pressure Relief Valve (100 PSI) and Hose Bibb
- 2" Stainless Steel Liquid Filled Pressure Gauge
- 30"x30" Pre-fabbed Equipment Pad to Mount Pressure Tank
- 4"x4"x8' Reinforced Concrete Post to Mount Controls

\*This does not include electrical or mainline tie-ins

\*Additional Casing \$20/ft

\*Additional Drilling \$25/ft

\*Additional Pump Set Depth \$14/ft

Signature		
	SUBTOTAL	\$35,831.11
	SALES TAX	\$0.00
X	TOTAL	\$35,831.11

*Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.*

*Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.*

#### Contact

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### Assigned To

Chrissy Van Helden

Office:

chvanhelden@yellowstonelandscape.com



## **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, April 6, 2023, at 4:11 p.m.** at The Ella at Encore, located at 1210 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:

Christina Newsome	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
John Toborg	<b>Landscape Specialist, Rizzetta &amp; Co, Inc. (via Phone)</b>
Jeff Watson	<b>Representative; Trane</b>
Sarah Sandy	<b>District Counsel, Kutak Rock (via Phone)</b>
Lorenzo Reed	<b>Representative; THA; Develop. Pro. Manager</b>
Leroy Moore	<b>Representative; THA</b>
Greg Woodcock	<b>Representative; Cardno Engineering (via Phone)</b>
David Ilonya	<b>Representative; THA (via Phone)</b>
Tim Bowersox	<b>Representative; Yellowstone (via Phone)</b>
Todd Guy	<b>Representative; THA</b>
Brad Sloan	<b>Representative; Events Done Bright</b>

Audience	<b>Not Present</b>
----------	--------------------

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Newsome called the meeting to order at 4:11 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**

John Toborg presented the Landscape Inspection Report to the Board. Brad Sloan presented possible flagpole and flag options to the Board. The electrical outlets in the District will need to be inspected prior to installation.

**B. District Counsel**

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

**C. District Engineer**

**1. Presentation of Lot 12 Chilled Water  
Piping Upgrade Construction Schedule**

Greg Woodcock was present. He presented the Lot 12 Chilled Water Piping Upgrade Construction Schedule to the Board.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Moring with all in favor, the Board of Supervisors of Encore CDD approved the proposal for the Construction Materials Testing Services for \$1200, for the Encore Community Development District.

**D. Chiller System Manager**

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

Jeff Watson was present via phone, and he presented the Trane report to the Board.

**E. Tampa Housing Authority**

Lorenzo Reed, Leroy Moore, David Ilonya, and Todd Guy were present via phone. They informed the Board that Lot 10 will be closing in April 2023.

**F. District Manager**

**1. Review of District Manager Report**

The next regularly scheduled meeting will be held on Thursday, May 4, 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 Armstrong Heat  
Exchange Proposal**

The Board previously approved this proposal at the February 2, 2023, meeting.

**FIFTH ORDER OF BUSINESS**

**Consideration of Minutes of  
the Board of Supervisors Regular  
Meeting held on March 2, 2023**

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Jackson with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' regular meeting held on March 2, 2023, for the Encore Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Operations  
and Maintenance Expenditures  
for January and February 2023**

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning with all in favor, the Board of Supervisors of Encore CDD ratified the Operations & Maintenance Expenditures for January (\$31,477.32) and February (\$20,142.32) 2023, for the Encore Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of  
Chiller Operations  
and Maintenance Expenditures  
for January and February 2023**

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Jackson with all in favor, the Board of Supervisors of Encore CDD ratified the Chiller Fund Operations & Maintenance Expenditures for January (\$27,458.10) and February (\$55,464.83) 2023, for the Encore Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no supervisor requests.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Jackson, seconded by Ms. Morning, the Board unanimously approved to adjourn the meeting at 5:55p.m., for the Encore Community Development District.

Assistant Secretary

Chairman/Vice Chairman

## **Tab 8**

# ENCORE COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

## **Operation and Maintenance Expenditures March 2023 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2023 through March 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$22,440.77**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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



## Encore Community Development District

### Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Billi J. Griffin	100089	BG030223	Board of Supervisors Meeting 03/02/23	\$ 200.00
Hillsborough County Tax Collector	100095	A1833410098 03/23	Ad Valorem - Encore Tract A	\$ 9,848.99
Julia Jackson	100090	JJ030223	Board of Supervisors Meeting 03/02/23	\$ 200.00
Kutak Rock, LLP	100097	3196668	General/Monthly Legal Services 02/23	\$ 739.50
Kutak Rock, LLP	100097	3196669	Boundary Amendment 02/23	\$ 209.00
Mae F. Walker	100091	MW030223	Board of Supervisors Meeting 03/02/23	\$ 200.00
Rizzetta & Company, Inc.	100088	INV0000077992	District Management Fees 03/23	\$ 4,008.75
Springer Environmental Services, Inc.	100092	12777	Cleanup Debris 02/23	\$ 579.80
Stantec Consulting Services, Inc.	100093	2049116	Engineering Services 02/23	\$ 67.50
TECO	20230329-1	TECO Summary 02/23 AUTOPAY -	TECO Summary 02/23	\$ 1,317.65
Teresa Morning	100094	TM030223	Board of Supervisors Meeting 03/02/23	\$ 200.00
Yellowstone Landscape	100096	TM 494868	Monthly Landscape Maintenance 03/23	\$ <u>4,869.58</u>
<b>Report Total</b>				<b>\$ <u>22,440.77</u></b>

## Tab 9

# ENCORE COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

**Operation and Maintenance Expenditures  
March 2023  
For Board Approval  
Chiller Fund**

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2023 through March 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$77,696.68**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Encore Community Development District Chiller Fund

### Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
City of Tampa Utilities	20230329-1	2175375 (02/23) AUTOPAY	1237 E Harrison St 02/23	\$ 682.20
City of Tampa Utilities	20230301-1	2175375 02/23 AUTOPAY	1237 E Harrison St 01/23	\$ 410.09
Frontier Florida, LLC	20230328-1	813-223-7101-092412-5 03/23 Auto	Acct 813-223-7101-092412-5 03/23	\$ 334.28
Kutak Rock, LLP	100037	3196668 CH	General/Monthly Legal Services 02/23	\$ 88.50
Rizzetta & Company, Inc.	100034	INV0000077992 - Chiller	Accounting Services 03/23	\$ 892.67
Stantec Consulting Services, Inc.	100035	2049116 Chiller	Engineering Services 02/23	\$ 708.75
Tampa Bay Trane	100036	313426984	Monthly Service Agreement 03/23	\$ 24,047.43
Tampa Bay Trane	100036	313442496	Water Pump Insulation 03/23	\$ 6,300.00
TECO	20230331-1	211006277308 02/23 (C) AUTOPAY	1200 Nebraska Av N 02/23	\$ 8,280.80
TECO	20230331-1	211006278348 02/23 (C) AUTOPAY	1004 Nebraska Ave N C 02/23	\$ 13,441.62
TECO	20230302-1	211006277308 01/23 (C) AUTOPAY	1200 Nebraska Av N 01/23	\$ 11,209.66
TECO	20230302-1	211006278348 01/23 (C) AUTO PAY	1004 Nebraska Ave N C 01/23	\$ 9,350.68
Yellowstone Landscape	100096	TM 498599	Chiller Plant Clean Up 03/23	\$ 1,950.00
<b>Report Total</b>				<b><u>\$ 77,696.68</u></b>