



Rizzetta & Company

Encore Community Development District

Board of Supervisors' Meeting August 3, 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	Chair Vice Chair Assistant Secretary Assistant Secretary
District Manager	Christina Newsome	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

July 27, 2023

FINAL AGENDA

Dear Board Members:

The Regular meeting of the Board of Supervisors of the Encore Community Development District will be held on **Thursday, August 3, 2023, at 4:00 p.m.** at The Ella at Encore, located at 1210 Ray Charles Blvd. Tampa, Florida 33602. The following is the agenda for the meeting:

BOARD OF SUPERVISORS MEETING:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A. Landscape Inspection Report**
 1. Presentation of Landscape Inspection Report.....Tab 1
 2. Consideration of Dead Oak Removal Proposal.....Tab 2
 - B. District Counsel**
 - C. District Engineer**
 - D. Chiller System Manager**
 1. Presentation of Central Energy Plant Reports – Trane.....Tab 3
 2. Consideration of Reimbursement for Transitioning
Chiller 1 to Chilled Water LoopTab 4
 - E. Tampa Housing Authority Update**
 - F. District Manager**
 1. Review of Manager’s Report.....Tab 5
- 4. BUSINESS ITEMS**
 - A. Discussion of Holiday Lighting Proposal**
 - B. Public Hearing on FY 2023-2024 Budget**
 1. Public Comment on FY 2023-2024 Final Budget
 2. Consideration of Resolution 2023-05, Adopting
the Fiscal Year 2023-2024 Final BudgetTab 6
 - C. Public Hearing on FY 2023-2024 Special Assessments**
 1. Public Comment on FY 2023-2024 Special Assessments
 2. Consideration of Resolution 2023-06, Imposing
Special Assessments for Fiscal Year 2023-2024.....Tab 7
 - D. Consideration of Resolution 2023-07, Adopting Fiscal
Year 2023-2024 Meeting Schedule.....Tab 8**
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors’
Regular Meeting held on July 6, 2023.....Tab 9**
 - B. Consideration of Operations and Maintenance
Expenditures for June 2023Tab 10**
 - C. Consideration of Chiller Fund Operations
and Maintenance Expenditures for June 2023.....Tab 11**

- 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



July 21, 2023

Rizzetta & Company

John Toborg – Division Manager

Landscape Inspection Services



Rizzetta & Company
Professionals in Community Management

New Oaks, Ray Charles, Blanche Armwood, Reed, Ella

UPDATES, SUMMARY, CURRENT EVENTS:

- Permits have been released for the new Irrigation pump & well. The well is complete, and equipment and has been installed. The plugging of the existing well is also completed. There are some overages in materials, and I will be able to provide those amounts once I receive them. It is back online. I am expecting a thorough update within the next day. (see photos at end of report)

1. The newer Oaks along the east side of Blanche Armwood were supplied with a Gator Bag to slowly release water over the tree's root ball. The Gator Bag is rigged with a flood bubbler to fill the bag every time that irrigation zone(s) comes on.
What is the frequency and duration of this zone(s)? (Pic 1)



5. A Holly tree is blocking the "ROUNDABOUT" sign eastbound on Ray Charles west of the roundabout. Trim tree to expose sign. (Pic 5>)
6. A couple palms on the eastern end of the Ella promenade still have lights up near the bud. Are these intentional? One strand is hanging. (Pic 6>)



2. When are the annuals going to be replaced?
They are also not being kept weed-free.
3. Hand pull grassy weeds from the Liriope beds in the Ray Charles promenades, specifically the one in front of the Reed.
4. Once the pump & well is fully operational, Yellowstone will be replacing failed turf along Ray Charles, specifically, but not limited to, this area on the NE corner of the Reed promenade as well as this NW corner of the Ella promenade. (Pics 4a & b>)



Ray Charles, Scott Street, Chiller Park



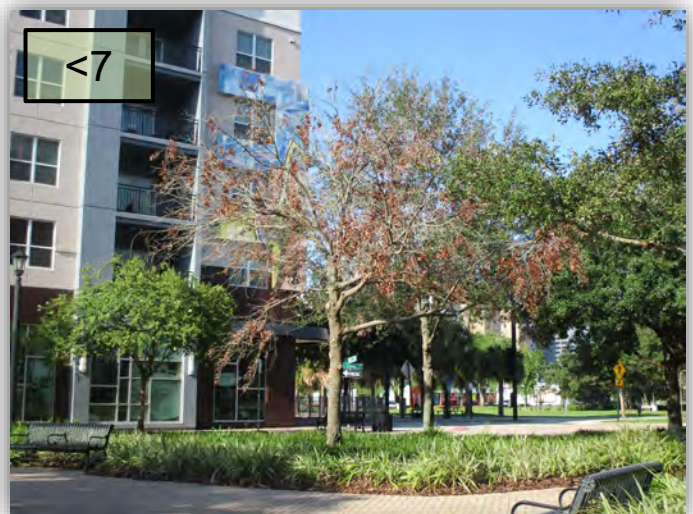
7. I requested a proposal for the removal AND replacement of the dead Oak on the west end of Ray Charles. We were only provided a proposal for its removal. Please provide the remainder. Approving a proposal doesn't mean the installation is immediate. We will ensure the pump & well is up and running prior to installation. (Pic 7>)

8. At the request of a board member, I requested a proposal for the straightening of the Crape Myrtle two months ago. Approving a proposal doesn't mean the straightening is immediate. We will ensure the pump & well is up and running prior to commencement. Please provide this proposal with this response. (Pic 8>)

9. I witnessed residents walking their dogs (no bags – no leash) throughout Chiller Park, including the meadow. Will the board entertain placing “pick up after your dog” signage throughout the park?

10. Since before May, I have been waiting on a proposal to replace a dead Holly on the back wall of Chiller Park. Approving a proposal doesn't mean the installation is immediate. We will ensure the pump & well is up and running prior to commencement. Please provide this proposal with this response.

11. The sides of the Chiller Park ramp still need to be weeded. (Pic 11>)



Chiller Park, Navarra, Central



12. For Troy – I still would like to keep these planted hedges free of all volunteers. I assume they can be transplanted into the meadow area? (Pic 12)



13. The dead Hawthorn is still in place in the Meadow at Chiller Park. (Pic 13)



14. Weeding of the meadow needs to increase. It appears there are some out of place plants (gathering along the edge of the pavers) or weeds.

15. There is a pedestrian crossing sign that is being blocked by a small Washington Palm eastbound on Harrison on the north side Navarra. I know this will make the canopy of the palm uneven, however this IS a pedestrian crossing sign, and it needs to be exposed by trimming the palm. (Pic 15)



16. Lift the last Oak northbound on Central before getting to Ray Charles.



Proposals

1. Yellowstone to provide a proposal to completely remove this failing Crape Myrtle and replace with a 4" caliper Crape Myrtle "Natchez", Single-Trunk. Proposal must include a working flood bubbler (assuming this irrigation zone is still active). The flood bubbler must be rigged to fill a Gator Bag every time the zone runs. This tree will require app. 40 Gals of water per day through the grow-in period. (Pic 1)



Tab 2



Proposal #319598

Date: 06/06/2023

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

Remove Declined Oak

Terms: Net 30

Oak Located Westside of Church on Ray Charles

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Tree Removal	1.00	\$1,210.000	\$1,210.00

Client Notes

Remove Declined Oak

Stump Grind

Remove All Debris

Signature

x

SUBTOTAL \$1,210.00

SALES TAX \$0.00

TOTAL \$1,210.00

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 3

ENCORE

IS Energy Management Report

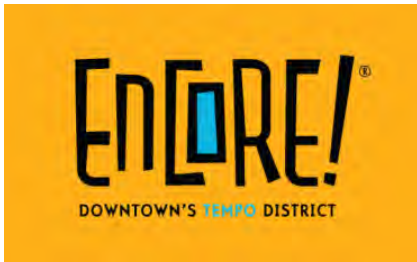
June 2023



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: 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

Vanessa Smith, 813-533-2950

VSmith@rizzetta.com

Christina Newsome, 813-533-2950

CNewsome@rizzetta.com

SECTION 5: Time of Use Electric Rates

SECTION 6: Operations, Maintenance & Repairs

SECTION 7: Lot Management Activities

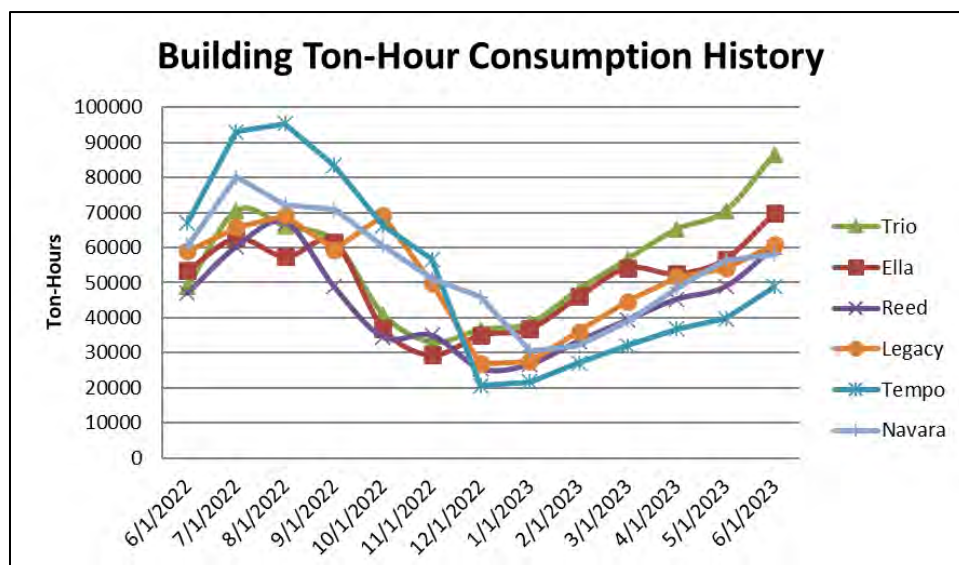
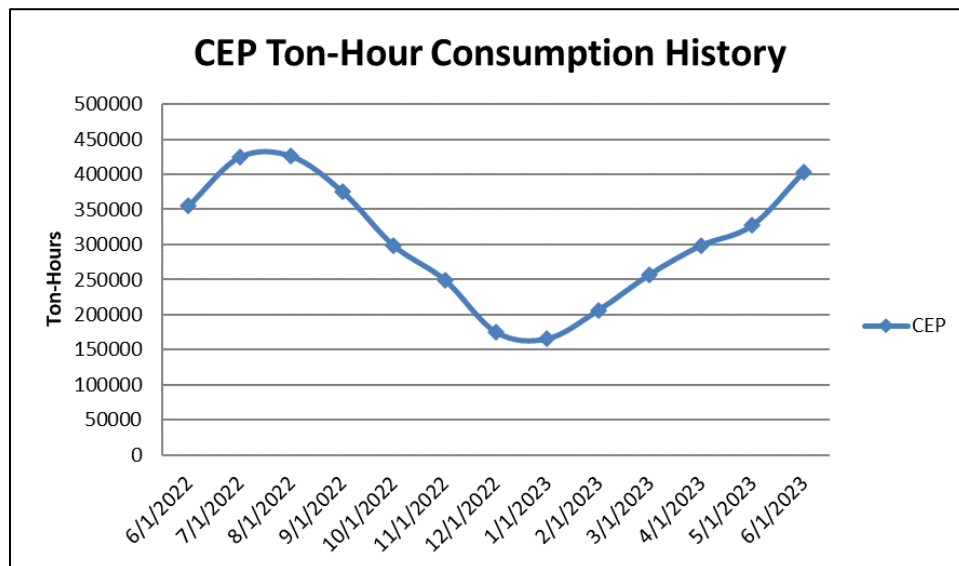
SECTION 8: Project Management Activities



SECTION 1: System Ton-Hour Usage

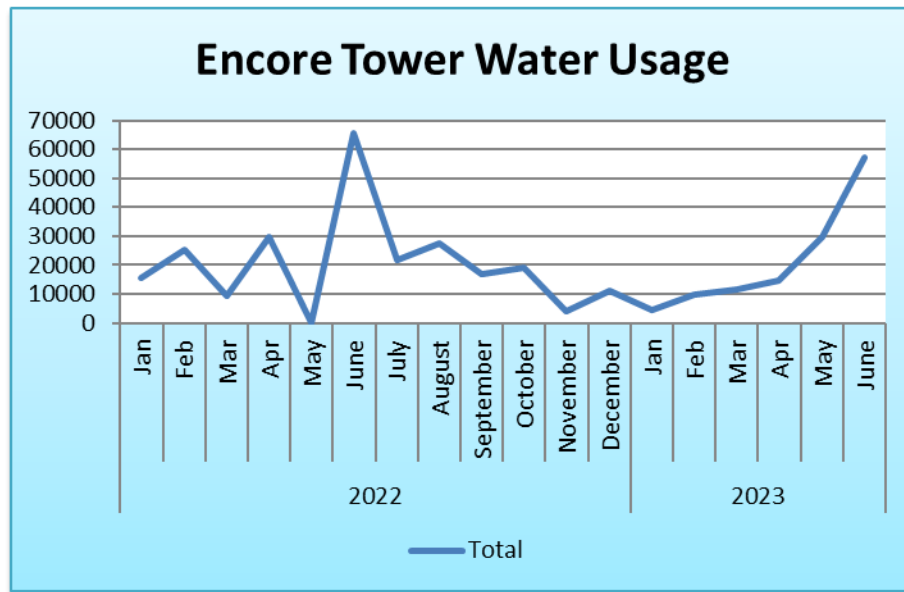
- CEP total kWh consumption increased 106%, and the total cooling degree days increased 26% from the previous month.
- The performance metrics below indicate a CEP efficiency of .68 kW/ton.
- CEP Ton-Hour consumption increased 23% from the previous month.

May Ton-Hour Consumption		CEP Metrics		June Ton-Hour Consumption		CEP Metrics	
CEP	327,235	kWh	133,480	CEP	402,688	kWh	275,418
Trio	70,435			Trio	86,635		
Ella	56,725	Total Tons	1,308,939	Ella	69,772	Total Tons	1,610,752
Reed	48,829			Reed	60,060		
Legacy	54,006	Ton-Hours	327,235	Legacy	60,869	Ton-Hours	402,688
Tempo	39,725			Tempo	48,862		
Navara	58,055	kW per Ton	0.41	Navara	66,006	kW per Ton	0.68



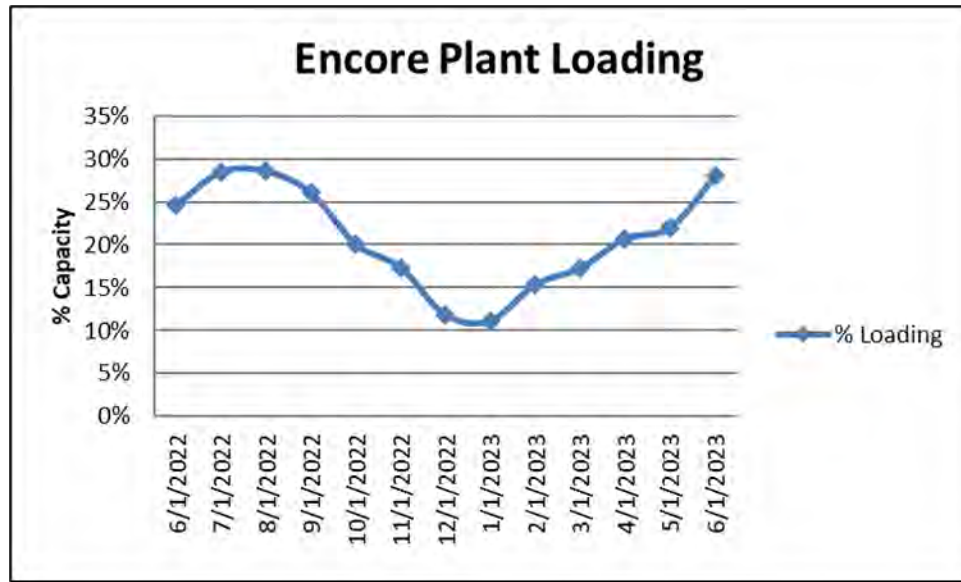
SECTION 2: Performance Trends and Water Analysis

	This Period	Last Period	Year-to-date	Comments
Plant Efficiency (kW/ton)	.68	.41	Avg: .49	This period was lower efficiency.
Days Failed to Make Ice	30	31	181	Chiller #1 temporarily converted to chilled water.
Minimum Ice Level	-1.6%	.3%	-2.1%	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	
Tower Conductivity Blow Down Gallons	57,138	29,554	127,418	See graph of water usage below
Domestic Water	113	55	259	
Average CHW Supply Temperature	40.2	40.3	39.9	Distribution Setpoint = 39.0 degrees.



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

Date	Usage Gallons
2023	
Jan	4571
Feb	9896
Mar	11440
Apr	14819
May	29554
June	57138
July	
August	
September	
October	
November	
December	
Total	127418



- Current month Plant Loading of 28% was higher than last month due to an increase in Ton-Hour production.

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	Cooling Degree Days
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
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
Apr	42.8	38.6	4.2	2,374	1,194,300	298,575	124,933	0.42	337
May	44.5	40.2	4.3	2,461	1,308,939	327,235	133,480	0.41	417
Jun	45.3	40.2	5.2	2,629	1,610,752	402,688	275,418	0.68	525

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
2023	47.6	39.7	8.0	216	8.0	1,257,842	43.9	43.9
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
Apr	46.6	38.4	8.2	252	8.0	249,715	47.5	47.3
May	48.0	40.0	8.0	251	8.0	248,902	47.4	47.5
Jun	48.1	40.1	8.0	294	8.0	282,492	52.8	52.8

Navara Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average Delta T	Average CHW Return Flow	Average CHW Setpoint	Total Bldg Tons	Average System CHW Diff Pressure	Average Mixing Valve Signal	Average Mixing Valve Feedback
2023	48.8	42.5	6.3	269	42	1,251,628	2.3	94.8	94.4
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
Apr	48.6	40.5	8.1	280	42	274,697	2.3	80.8	79.9
May	49.1	43.1	6.0	311	42	232,070	2.3	97.9	98.3
Jun	49.2	43.0	6.2	353	42	264,776	2.3	98.6	98.1

Plant side pressure information will be added to the report next month.

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
2023	54.3	39.9	14.5	104	10.0	1,108,779	85.4	32.2
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
Apr	54.0	38.7	15.5	115	10.0	212,406	96.6	34.9
May	55.6	40.2	15.3	114	10.0	216,437	99.2	34.4
Jun	57.2	40.2	17.0	121	10.0	244,176	99.9	40.5

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
2023	54.4	45.8	8.7	101	42	644,152	57.7	56.7
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
Apr	54.0	45.0	8.9	115	42	123,796	65.1	65.1
May	55.7	46.8	9.0	110	42	122,877	62.0	62.0
Jun	57.2	48.2	9.0	117	42	126,732	69.2	69.2

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
☰ 2023	47.9	23.4	24.5	194	698,999	39
⊕ Jan	49.8	-54.9	104.8	0	0	0
⊕ Feb	50.3	39.5	10.8	0	0	0
⊕ Mar	46.4	39.7	6.7	156	130,994	39
⊕ Apr	46.1	38.5	7.6	173	159,278	39
⊕ May	47.2	40.1	7.1	206	181,443	39
⊕ Jun	47.9	40.1	7.8	243	227,284	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
☰ 2023	53.7	41.6	12.0	181	1,605,343	42	94.1
⊕ 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
⊕ Apr	53.8	41.6	12.2	207	302,537	42	93.7
⊕ May	54.1	41.7	12.4	225	346,127	42	94.0
⊕ Jun	55.1	41.6	13.5	213	343,044	42	94.2

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
☰ 2023	51.4	39.6	11.9	166.1	1,140,489	39	73.6
⊕ 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
⊕ Apr	53.3	38.3	15.0	175.6	315,031	39	53.8
⊕ May	53.5	39.9	13.6	167.1	279,922	39	98.9
⊕ Jun	55.2	40.0	15.2	168.2	304,611	39	100.0

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
☰ 2023	54.6	42.9	11.7	144	44	1,212,260	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
⊕ Apr	54.0	42.3	11.8	155	44	218,533	20.0
⊕ May	54.8	43.3	11.5	170	44	243,299	20.0
⊕ Jun	56.0	44.3	11.7	204	44	286,513	19.9

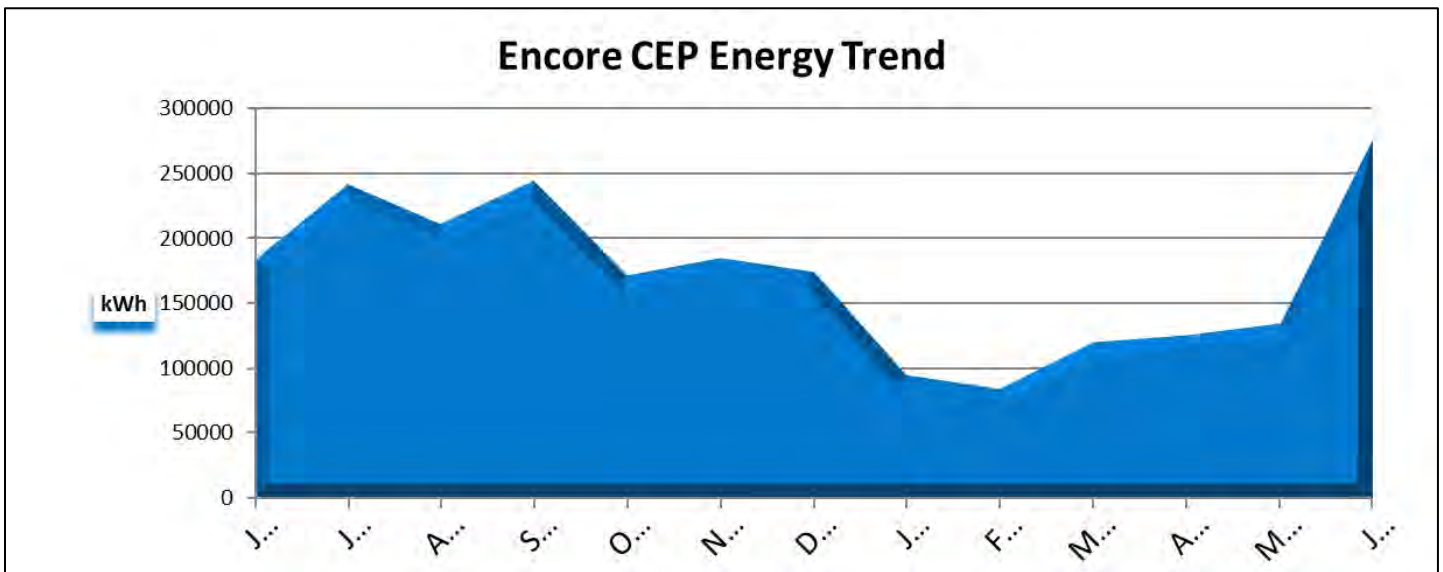


Trio – Plant and Building Side Heat Exchanger Information

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 Mixing Valve Signal	Average Mixing Valve Feedback
2023	51.8	39.9	11.9	39	54.6	326,976	100.0	92.1
Jan	46.2	39.7	6.5	0	0.0	0	0.0	0.0
Feb	52.1	40.1	12.0	0	0.0	0	0.0	0.0
Mar	50.6	40.0	10.6	39	76.0	99,355	100.0	0.0
Apr	51.6	38.7	12.9	39	75.2	115,649	100.0	92.1
May	54.1	40.3	13.8	39	68.5	116,715	100.0	92.1
Jun	56.2	40.3	15.8	39	-2.7	-4,743	100.0	92.0

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 (%)
2023	60.2	50.8	9.5	1,915	12,511,977	16	15.9	0.0
Jan	54.8	50.4	4.5	1,687	840,547	18	17.5	0.0
Feb	55.2	53.8	1.7	2,318	347,245	17	17.5	0.0
Mar	59.3	50.8	8.7	1,767	1,493,715	11	11.0	0.1
Apr	63.1	48.8	14.3	2,501	4,328,211	14	13.9	0.0
May	63.9	49.9	14.0	2,966	5,110,423	17	17.0	0.1
Jun	64.5	51.4	13.1	253	391,835	19	18.6	0.0

SECTION 4: Energy Trends and Usage



The following chart shows the savings or loss month to month compared to the base year 2019. A red negative number indicates an increase in usage or cost and a green plus value indicates a savings in usage or cost. The increase in kW used and the subsequent increase in cost is due to the higher on peak demand.

CEP						
Totals for 2020	2,466,541	\$266,152.29	1,980,821	\$158,320.43	485,720	\$107,831.86
Totals for 2021	2,466,541	\$266,152.29	2,051,900	\$197,142.74	414,641	\$69,009.55
Totals for 2022	2,466,541	\$266,152.29	1,934,160	\$178,002.72	532,381	\$88,149.57
Month	2019 KWH	2019 Cost	2023 KWH	2023 Cost	KWH Difference	Cost Savings
January	94,511	\$10,036.80	94,573	\$11,209.66	-62	-\$1,172.86
February	171,391	\$18,245.05	83,267	\$8,280.80	88,124	\$9,964.25
March	146,726	\$16,294.60	119,252	\$13,927.11	27,474	\$2,367.49
April	215,434	\$23,956.93	124,933	\$14,250.40	90,501	\$9,706.53
May	322,820	\$35,935.61	133,480	\$14,748.94	189,340	\$21,186.67
June	247,855	\$27,570.61	275,418	\$39,255.41	-27,563	-\$11,684.80
July	332,507	\$37,006.32				
August	263,100	\$29,377.44				
September	202,021	\$22,624.70				
October	205,566	\$15,781.59				
November	140,602	\$16,126.34				
December	124,008	\$13,196.30				
Totals	2,466,541	\$266,152.29	830,923	\$101,672.32	367,814	\$30,367.28
				Totals	1,800,556	\$295,358.26



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

CHWP-3 7/11/23	<p>Tech: Ron Speicher, found vibration absorber blown out and flooded plant. Got with contractor to replace. Began cleaning site, mud everywhere from leaking pipe. Contractor used CHWP 2 vibration isolator on CHWP 3. Ordered part for repair.</p> <p>Tech: Javier Suris, acknowledged email alarm at midnight. Remote connect to the system. Chillers went off on condenser water flow. Found the system attempting to run CWP3 which is overridden OFF and no pumps were available. Made CWP2 lead and reset alarms. Monitored operations. Need to follow up in the morning.</p> <p>Checked with Ron. Went to supply store to get material to add tabs to the plant pressure differential transmitter to get pressure readings. Plant DP sensor reads properly.</p>
Chiller 1 7/6/23	<p>Tech: Ron Speicher, chilled water piping leaking on Chiller 1. I called Mike with CTHX and asked them to repair leak. Temporary flange/spool was installed by CTHX under quotes job.</p>
Chiller 2 7/6/23	<p>Tech: Ron Speicher, chiller tripped on AFD power loss. Reset alarm. Ran chiller, logged, and checked operation. I suspect a power bump took chiller offline. Found chiller doing 4-degree delta t at 95% RLA, checked chilled water flow and found to be 50#dp, max water flow is 26#dp and design is 11#dp, we are flowing way too much water thru the chiller. Chilled water pressure is high, 127# in 77# out, barrel is designed for 150# max and chiller appears to be leaking chilled water thru the head when off.</p>
Chiller 2 6/21 & 6/22/23	<p>Tech: Javier Suris, CH-2 FM-7 flow meter reads 4065gpm, 2000gpm higher. Troubleshoot the meter, contacted Onicon TS and followed recommended troubleshooting procedures and failed at step #5. (Configured for 4-20mA= 26VDC and 0.01mA with water and no flow). Sent Onicon TS the findings. Temporarily set the point Out of Service with a 1400gpm value.</p> <p>TS requested to send the sensor for troubleshooting. Pulled out sensors and delivered it to the manufacturer CASE# CAS-19662-2306.</p>
Trio 6/21 & 6/22/23	<p>Tech: Javier Suris, flow meter reading 0gpm. Troubleshoot the sensor. Needs calibration. Pulled out the sensor.</p> <p>Delivered sensor to the factory for calibration and service. Case# CAS-19647-2306.</p>
Chiller 1 6/13/23	<p>Tech: Javier Suris, checked the operation of CH-1. Worked with Jack mapping FM-2 HX-13 CHW Leaving Flow Meter to control V-6 Bypass Valve with FM-7 to maintain minimum flow setpoint through both chillers. Checked for proper chiller sequencing. CH-2 FM-7 flow meter reads 4065gpm, 2000gpm higher. Troubleshoot the meter, contacted Onicon TS and followed recommended troubleshooting procedures. Sent TS the findings and presently waiting for further instructions. Reviewed and fixed cooling tower rotation and tower control programs that were not running properly. Made notes to the graphics regarding status of the plant.</p> <p>Tech: Ron Speicher, returned, logged chiller, and checked operation, OK. Monitored chiller to see if it could hold the load. Currently providing 40 chilled water, with 46 return at 68% rla at 2 pm. Left chiller running properly.</p>
Chiller 1 6/12/23	<p>Tech: Ron Speicher, modified SC chiller plant control to convert Ice Chiller to Chilled Water. Moved CH-1 to Chiller Plant 2 Control. 6/13/23 Assisted with trouble shooting CH-2 Flow meter and reviewing plant new sequence changes. Flow meter seems defective, Javier is working with Onicon to resolve. Filled chiller with water and opened isolation valves. Met with controls and programmed chiller to run on chilled water loop. Ran chiller and checked operation.</p> <p>Tech: Javier Suris, met with Ron Speicher and Jack Hatfield on site. Ron filled CH-1 evaporator and temporary CHW lines with water. There were leaks on the leaving side flange gasket that Ron had to stop. Began working on modifying SC chiller plant control to temporarily move CH-1 from Ice Plant Control to Chilled Water Plant Control. NOTE: Had to take an emergency SC. Returned to the site. Continued working on modifications to TGP's. Started CH-1. Checked sequencing. Set to Lead chiller. MONITORED THE SYSTEM REMOTELY.</p>
Chiller 2 6/6/23	<p>Tech: Javier Suris, OLD CALL NUMBER: 23-9549028 F-3500-11-D4-111, 001119515, Onicon, FM-T CH-2 Flow Meter.</p> <p>4/5/2023-JS: 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.</p> <p>4/6/2023-JS: Dropped off the meter at Onicon. Picked up glue for the insulation repair later.</p> <p>6/5/2023-JS: Picked up the part from the vendor. (No charge for repairs due to issues with the work order and delays per Gary Auffarth -gauffarth@onicon.com).</p> <p>6/6/2023-JS: Shut down the plant. Manually disabled the chiller and CHWP's. Closed main leaving ISO valve and chiller entering ISO valves. Partially drained the chiller barrel to relief the pressure. Installed the factory repaired FM. Opened the valves and checked for leaks. No leak found. Enabled chiller plant and monitored startup sequence. Once the plant was stable, I passed FM cable through conduit and made connections. Put the point back in service and verified proper operation. Working properly.</p>
Chiller 1 6/1/23	<p>Tech: Ron Speicher, pipe chiller to main loop. Returned and fixed leak on flange, bolts were too long and not allowing gasket to be tightened. Verified no leaks. Left chiller ready to run.</p>

Chiller 1 5/12/23	Tech: Ron Speicher, removed approximately 150 gallons of glycol from the evaporator barrel. Ran out of drums to put glycol in. Vendor to bring out more drums and finish removing the rest. Removed the remaining glycol from Chiller 1. Flushed evaporator with water to clean evaporator. Drained water from evaporator. Left chiller ready to be piped to the main chilled water loop.
Chiller 1 5/12/232	Tech: Ron Speicher, found chiller alarmed on oil temperature. Found oil heater bad. Attempted to remove heater but it has blown and will not come out of the well. Ordered new oil heater from Trane Parts. Returned on 5-2-23 and removed the blown oil heater from the well. Installed spare oil heater in well and checked operation. Returned 5-4-23 and met contractor and Jeff Watson to discuss putting chiller on the main loop until the heat exchanger can be repaired/replaced. Plant tripped main power while I was on site and CW pump tripped on over amp, reset pump. Chiller tripped on loss of oil, reset. Monitored operation of plant after power failure. Left all running. The condenser approach on Chiller 2 has come down to .5 after the loop was super chlorinated. 5-12-23, picked up oil heater. Installed new oil heater on Chiller 1.
Chiller 2 5/1 & 5/3/23	Tech: Ron Speicher, chiller tripped on low refrigerant temperature. Found leaving water temperature sensor bad. Replaced sensor, bound, and checked operation. Ordered replacement SEN 2133. Found the approach very high in the condenser, 16 at full load, suspect tubes are fouled and need brushing. 5-3-23, returned with new sensor. Found cooling towers overflowing, called Javier and had him resolve the overflow issue, too many pumps were running, and not enough cooling towers were being used.
FM-T, CH-2 Flow Meter 4/5 & 4/6/23	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.
Ice Tanks 3/30 & 4/3/23	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.
Reed – Plant UC600 3/1/23	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.
Ella – Plant UC600 3/1/23	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.
Trio – Plant UC600 3/1/23	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.

Chiller #1 Chilled & Condenser Water Performance

Chiller 1	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
2023								
Jun	44.6	40.1	4.6	82.1	90.8	8.8	71.0	240

Chiller #1 Predictive Maintenance Information

Chiller 1	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
2023									
Jun	2.0	92.4	1.6	-8.7	40.9	-0.8	18.8	125.8	240

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
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
Apr	42.6	40.0	2.6	73.2	79.2	6.0	53.4	720
May	44.4	40.0	4.4	74.1	80.7	6.5	50.7	741
Jun	44.8	40.1	4.7	77.3	83.8	6.5	57.5	480

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
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
Apr	1.4	86.3	7.1	-9.3	36.9	3.1	22.0	117.9	720
May	0.1	81.9	1.3	-9.1	38.5	1.5	22.1	111.4	741
Jun	0.4	84.8	1.0	-8.8	40.3	-0.2	19.1	120.5	480

Water Treatment Information



Service Report

Monthly Water Treatment Service Report
Wednesday, July 5, 2023 2:32 PM EDT




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

Report Number: 556636


Recorded By: Juan Valenzuela
jvalenzuela@chemtexcorp.com

On-Site Time: 11:05 AM EDT to 11:40 AM EDT

Chiller Plant - Condenser Water

Test	Softeners	Condenser Water	
Hardness, total (ppm as CaCO_3)	2 5 max	40 150 max	
Hardness, calcium (ppm as CaCO_3)	0 5 max	20 100 max	
Alkalinity, M (ppm as CaCO_3)	110 20 - 400	850 800 max	
Conductivity (as μmhos)	886 Record	2310 1000 - 5500	
Controller Conductivity Reading		2724 Record	
On-Trac, ppb	0 Record	85 80 min	
On-Trac Controller Reading		90 Record	
pH	7.7 6 - 8.5	8.4 Record	
Temperature ($^{\circ}\text{F}$)		95 60 - 100	
 LSI (Calculated)		0.8 2.2 max	
Chlorine, free (ppm as Cl_2)		0.01 0.1 - 0.5	
 Average Daily Blowdown, gal (from ft^3)		16538.1 Record	
Days since last input		33 31 max	
 Conductivity Cycles (Calculated)		2.6 4 - 10	
Blowdown, Current, ft^3		352615 Record	
Blowdown, Previous, ft^3		279653 Record	

Softeners

Online 

It seems that Ashberry has not yet refill the salt tanks (see picture attached). if this issue persists, it will affect even more the condenser system. Even though there is an active construction site, the salt delivery can be done, because where the tanks are located, they are accessible.



Service Report

Monthly Water Treatment Service Report

Wednesday, July 5, 2023 2:32 PM EDT

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

Report Number: 556636

Recorded By: Juan Valenzuela
jvalenzuela@chemtexcorp.com

On-Site Time: 11:05 AM EDT to 11:40 AM EDT

Chiller Plant - Condenser Water



Condenser Water

Online 



Service Report

Monthly Water Treatment Service Report

Wednesday, July 5, 2023 2:32 PM EDT

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

Report Number: 556636

Recorded By: Juan Valenzuela
jvalenzuela@chemtexcorp.com

On-Site Time: 11:05 AM EDT to 11:40 AM EDT

Chiller Plant - Condenser Water

Due to having a softener salt tank empty, I decreased the cycles of concentration to 2.5. Chiller #1 was running at the time of service with a approach of 4.4, with a 74% load.



SECTION 7: Lot Management Activities

SECTION 8: Project Management Activities

Tab 4



May 24, 2023 (via email: Jeffery S. Watson / jeffS.watson@trane.com)

Jeffery S. Watson, Senior Account Manager
Commercial HVAC Systems
West Florida Trane
902 Himes Avenue
Tampa, FL 33609

Project: Encore Central Energy Plant – Phase 3 – Convert CH-1 to Temporary Primary CHW

Subject: Proposal for engineering services

Jeff:

VoltAir Consulting Engineers, Inc. ("VoltAir" / VA) is pleased to submit the following proposal to West Florida Trane ("Trane" / "Client") to provide professional engineering services to support the conversion of chiller CH-1 at the Encore Central Energy Plant (CEP) from operation as a thermal energy storage glycol chiller to serve as a temporary primary loop chiller using chilled water instead of glycol. We understand that Trane will be under contract to the Encore Community Development District (ECDD) as partnered with the Tampa Housing Authority ("THA" / Owner). VoltAir appreciates the opportunity to provide the engineering support that is required.

1. PURPOSE OF PROPOSED SERVICES

The purpose is to support conversion of CH-1 to serve as a temporary chiller for the CHW primary loop.

Existing Conditions:

At present, the existing CEP contains two chillers. CH-1 has a nominal capacity of approximately 1000 tons and is used for thermal ice storage and conveys its cooling into the central chilled water primary loop within the CEP through a heat exchanger (HX) which is cooled by cold glycol from either CH-1 or by melting stored ice. CH-2 is a 1000 ton chiller which cools chilled water (CHW) as part of the CHW primary loop. The HX in the CHW primary loop has failed and is no longer able to convey cooling into the CHW primary loop via the HX which is fed by CH-1. A new 2500 ton chiller CH-3 is presently being added to the CHW primary loop but will not be operational for approximately another 10 to 12 months and no redundancy exists at present.

What Needs To Be Done: Convert CH-1 to directly feed into the CHW primary loop by re-piping it to temporarily be connected into the CHW primary loop and no longer operate to cool the glycol HX but instead directly cool part of the CHW primary loop flow. Thus both CH-1 and CH-2 will provide cooling to the CHW primary loop after the CH-1 conversion.

2. SCOPE OF WORK

Provide engineering services that are needed to provide guidance, direction and/or consultation as any or all of which may be required to input to the construction installation of the HX demolition and CH-1 conversion from glycol to CHW operation and to assure that the change to the control system that operates the CHW primary loop will properly accommodate the addition of the CH-1 as an added "straight" chiller producing CHW.

3. SERVICES NOT INCLUDED

Services not part of the Scope of Work include, but are not limited to, the following:

- Formal systems commissioning of any mechanical or electrical systems (commissioning-related tasks that are necessary to support the work are not excluded and will be provided to the extent required).
- Cost estimating other than opinions of probable cost that may be offered based on experience.



4. FEE

The total fee for the engineering required to perform the "Scope of Work" is a lump sum fee of Six Thousand Five Hundred Dollars and No Cents (\$6,500.00).

Billing

Billing will be monthly in accord with percentage of work completed. Payment is due within 30 days of invoice.

Expenses, Normal and Reimbursable

Normal Expenses for normal travel between VoltAir office and project site, reasonable plotting and printing associated with the design effort, and similar routine expenses are included in the fee.

Reimbursable Expenses are those that are in excess of Normal Expenses. No reimbursable expenses are anticipated.

If this proposal is acceptable, your signature below will confirm our authorization to proceed. Please retain one copy and return one copy to VoltAir. We sincerely appreciate the opportunity to provide you with this proposal and look forward to working with you on this and future projects. Please let us know if you have any questions or comments.

Sincerely,

VOLTAIR CONSULTING ENGINEERS, INC.

L. Roland Young, Jr., P.E., LEED AP
Senior Mechanical Engineer & Project Advisor

Approved and Accepted By:

WEST FLORIDA TRANE

Name

Title

Signature and Date

Copy: Julius Davis, PE / VoltAir
Bryan Zemina, PE / VoltAir
Danny Celis, PE / VoltAir
Kristie Williams / VoltAir
Lant Dubose / West Florida Trane
Jim Crum / West Florida Trane



Trane Rental Services
3600 Pammel Creek Rd.
La Crosse, WI 54601

Date: 5/4/2023

Minimum Rental : 7 Days

Encore Tampa

Project Name: **Encore Hose Rental**
Quote #: **P114654**

Thank you for contacting Trane Rental Services for your temporary equipment needs. Trane Rental Services is pleased to offer you this proposal for equipment and installation services as noted to meet your system requirements. Upon your written acceptance, this proposal will constitute the Rental Agreement. All costs are shown in USD.

Equipment Rented

This proposal is subject to your acceptance for 30 days from the date above and is contingent upon equipment availability at the time of contract. Rental rates do not include applicable taxes or delivery and return charges unless otherwise noted.

Description	Quantity
10" x 200ft Hose Box	2
12" Victaulic Coupling	4
12" X 10" No. 50 Reducer	4
12" Vic to flange adapter	4
12" X 10" No. 50 Reducer	4

Rental Rate: Monthly \$ 3,400.00

Notes:



Trane Rental Services
3600 Pammel Creek Rd.
La Crosse, WI 54601

Date: 5/4/2023

Minimum Rental : 7 Days

Other Charges

Additional Charges:

Description	Quantity	Price Each	Periodic		Total
Freight	1	\$ 4,500.00	One-time	\$	4,500.00

Additional One-time Charge Total: \$ 4,500.00

Additional Recurring Charge Total: \$ 0.00

First Month Total: \$ 7,900.00

Recurring Month Total: \$ 3,400.00

Quote is valid for 30 days ---- See Trane Terms and Conditions



Trane Rental Services
3600 Pammel Creek Rd.
La Crosse, WI 54601

Date: 5/4/2023
Minimum Rental : 7 Days

Salesperson: Rogers, Jason
Office: TAMPA
Quote #: P114654

JasonW.Rogers@tranetechnologies.com

Proposal Acceptance: Encore Tampa

To accept Proposal, please complete, sign and return this page to the Trane Salesperson listed above. Once a signed Proposal Acceptance and hard copy Purchase Order are received, we will process your order.

Customer:
Encore Tampa

Customer Contact:
Name:
Phone:
Email:
Customer PO#:

Yes / No

Include Rental Protection on this order. The Rental Protection Program offers you peace of mind and protection against unforeseen events such as theft, vandalism and accidental damages. Coverage price is calculated at 12% of the total recurring equipment charges and, if selected will be added to this order. A \$ 2,500 deductible that will apply to each claim. Full details of the Rental Protection Program are included the Rental Protection Terms Summary of this Rental Agreement.

Recurring Period Rental Proposal Protection Price: \$ 408.00
Replacement Cost (Insurance Value): \$ 75,862.00

Site Address:

Site Contact:
Name:
Phone:
Alt Site Contact:
Phone:

Customer PO #:

Signature:

Date:

Printed Name:

Date:



Trane Rental Services
3600 Pammel Creek Rd.
La Crosse, WI 54601
Phone: 800-755-5115

Currency: All prices included in this document are reflected in \$ US, unless otherwise specified.

Invoice interval: All monthly pricing based on a 28 Day billing cycle.

Freight: Charges arranged by Trane are included in the quotation. Delivery and Pickup standby time may be charged in the event of delays caused by the customer. If prepositioning of equipment is required, additional freight charges will apply.

After hours fee: \$500 (minimum) will be charged for unplanned services requiring facilities to open outside of normal business hours. If ordered and subsequently canceled, the fee will be charged in addition to any other cancellation charges.

Sales tax: Sales tax is NOT included. A tax exemption certificate is required for those applicable.

Understanding your invoice: If the actual Rental Duration differs from quoted Rental Duration, refer to the following for invoice calculation: Rental extended past original end date or returns prior to:

Daily rate is 1/3 of the weekly rate.
Weekly rate is 1/3 of the monthly rate.

All information: All information subject to Rental Terms and Conditions below

Rental period: The rental period commences when the equipment ships from a Trane facility and ends when the equipment returns to the Trane facility. The Minimum Rental Period is set forth above. If at the end of any rental period Customer has not returned the equipment or contacted their Trane contact to stop the rental charges and notify that the equipment is ready for pick up, this Agreement shall, at Trane's sole option, either automatically be renewed for an additional Minimum Rental Period or be subject to the default provisions. Pricing established in this Rental Agreement will be honored throughout the agreed upon Minimum Rental Period. Trane reserves the right to establish new pricing if the job extends beyond the Minimum Rental Period set forth above. Trane must notify the customer of any pricing changes that should occur after the Minimum Rental Period with a 15-day written notice.

Early returns: Minimum Rental Period is one week unless noted otherwise. If the equipment is returned prior to the end of the Minimum Rental Period noted above, Customer shall pay a service charge equal to the rent for one (1) Minimum Rental Period and other charges that may apply. Equipment returned prior to the Minimum Rental Period may be rented to others and Trane shall have no obligation to make the equipment available to Customer. If discount pricing was provided due to length of rental period and equipment is returned prior to completion of the contracted period, Customer shall also be liable for charges equal to the discount.

Customer responsibility: For the duration of the rental period, Customer is responsible for following the procedures and requirements set forth in any Manufacturer Installation and Operating Manuals, Trane Rental Services Freeze Protection Procedure, the Trane Rental Services Installation Guide for each rental product, and any other literature provided by Trane to Customer. Customer shall be liable for any damage to, or caused by, the rental equipment if Customer fails to install, operate, and maintain the equipment in accordance with those procedures and requirements. Customer is responsible for ensuring it receives the aforementioned documents. Customer responsible for obtaining any relevant operating permits, and shall be liable for any and all penalties, delays and damages caused by its failure to timely obtain all such permits, including reimbursement to Trane for any fines paid on Customer's behalf and regardless of the party to which the citation is issued. All equipment and accessories must return in the same condition in which they were in upon original shipment to the job. Customer is responsible for any repairs or replacements that must be made if the equipment and accessories do not return in the same condition that they were in upon original shipment.

This quotation is based on using water only in the evaporator (and condenser, if applicable). For fluid solutions other than water or any other unusual job conditions, contact Trane Rental Services Marketing. Fees will apply if cleaning is required.

For re-rent orders, we reserve the right to charge actual freight costs plus 20%.

Pre-delivery cancellation fees: If Customer cancels this rental after Trane and/or its freight supplier have commenced mobilization but before delivery of the equipment, Customer shall be responsible for paying Trane the freight charge incurred, a reasonable labor charge at the applicable standard, overtime or holiday rate, and, if after regular business hours, an After Hours Fee.

Labor: Customer induced service calls, drive time to and from sites and any chargeable labor will be charged. If an overnight stay is required, lodging and per diem expense will be charged.

Generator shift pricing: Customer will be responsible for actual generator run rate charges based on actual equipment run hours over the rental term.

Triple shift rate, based on 24 hrs./day.
Double shift (16 hrs./day) = Triple shift x 0.75.
Single shift (8 hrs./day, 40hr/wk.) = Triple shift x 0.50.

Generator Fueling: Generator fuel level at the time of shipment will vary depending on Generator size as indicated in the table below. If the Generator is returned with less fuel than when shipped or with a fuel level greater than the maximum shown in the Fueling Table below, a handling fee will be charged. Additional fuel in the Generator in excess of what was originally delivered will not be reimbursed.

Fueling Table:

Size	Shipping Fuel Level
RSGP36KW-RSGP450KW	Up to 80%
RSGP500KW-RSGP900KW	Up to 25%
RSGP 1350KW	Empty

***TRS does not guarantee fuel percentages**

Generator re-fueling: Refueling must be setup separately.

PM Service is required every 250 run hours for generators 350kW and above and every 500 run hours for generators 250kW and below and must be performed by a pre-approved group. Customer assumes responsibility for all required PM services, unless explicitly outlined

in the scope of this proposal. Normal PM rates will apply M-F (8 AM - 5 PM) local time and include maximum roundtrip travel time of 2 hours or 100 miles from a service center. PM Service performed outside of normal business hours will be charged at overtime rates.

To place an order:

1. Complete, sign, and return the proposal acceptance page.

To terminate rental:

1. Email your Trane Account Manager. Trane requires a minimum of a 48-hour notice for arranging the decommissioning and return freight. Termination notifications received after 5pm will be acknowledged the following day.
2. Provide the Rental Agreement Number, a PO Number, or the Equipment Unit IDs. Also please provide items to be collected, location, pickup date/time window of minimum 2 hrs, site contact person name/phone number, and any decommission needs.
3. You will receive a confirmation email to acknowledge your request. If you do not receive this confirmation, please contact your Trane Representative. A rental will not be deemed terminated without proof of termination, as set forth above.

Trane Rental Terms and Conditions

The Rental Terms and Conditions below are exclusive and are in lieu of all other terms and conditions appearing on Customer's purchase order or elsewhere and shall apply to all proposals or quotations made, orders accepted, and rentals made by Trane. "Trane" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada. Trane is not responsible for typographical or clerical errors made in any proposals, quotations, orders or publications. All such errors are subject to correction.

Acceptance: These terms and conditions are an integral part of the firm offer, subject to credit approval, by Trane to rent equipment to Customer and form the basis of any agreement (the "Agreement") resulting from Trane's proposal or quote and any rental of equipment to Customer. The proposal or quote is subject to acceptance within thirty days from its date, and the prices are subject to change without notice prior to acceptance by Customer. Acceptance of Trane's offer will have occurred if Customer: signs Trane's proposal; issues written order pursuant to submission of Trane's proposal; permits or accepts Trane's performance; or accepts in another commercially reasonable manner. If Customer's order is an acceptance of Trane's proposal, Trane may return such order with these terms and conditions attached, which shall serve as an acknowledgement and confirmation of receipt of order. If Customer's order is expressly conditioned upon Trane's acceptance or assent to terms other than those expressed herein, return of Customer's order by Trane with these terms and conditions attached serves as notice of objection to such terms and a counter-offer to rent equipment in accordance with scope and terms of Trane's original proposal. If Customer does not reject or object within ten days, such counter-offer will be deemed accepted. In any event, if Customer permits or accepts performance, these terms and conditions will be deemed accepted by Customer.

Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Trane provides Customer with Connected Services, as defined in the Connected Services Terms.

Billing and Payment Terms: Unloading, start up, rigging, installation, piping, disconnection and electrical work are not included in the rental charge and are the sole responsibility of Customer. If Trane performs any of the foregoing, the charges for such services will be billed to Customer (usually in the first rental period). Rental and other periodic or billable charges shall be invoiced at the beginning of each rental period and are due net 30 days

Taxes and Licenses: No license, sales or use taxes are included in the periodic rental rates. Customer shall pay all taxes associated with the rental and use of the equipment, as well as all license fees and costs.

Freight: All freight charges shall be billed in the first rental period. Trane reserves the right to increase freight charges due to extraordinary events, including but not limited to acts of God, disruptions in transportation, acts of terrorism, war or the public enemy, civil disobedience, insurrections, riots, and labor disputes.

Delivery/Pick-up: Trane shall endeavor to meet scheduled delivery and pick up dates and times, but all such dates and times are estimates only. Trane shall not be liable for any damages for failure to meet such estimates. If equipment is to be unloaded upon arrival, customer is responsible for ensuring that equipment is unloaded in a timely manner. Should the truck have to wait in excess of two (2) hours to be unloaded, customer is responsible for all detention charges incurred.

Use and Location: The equipment is to be used by Customer and no other person, without written consent of Trane. The equipment is to be used for the stated purpose and solely for the purpose for which it was manufactured and intended. The equipment will not be removed from the original address of operation without the prior written consent of Trane. If equipment is re-located, without prior written consent from Trane, any and all repair services, costs, and/or other expenses arising out of the relocating the equipment will be at the Customer's sole cost and expense.

Inspection, Installation and Removal: Unless otherwise specified in this Agreement, all equipment must be unloaded upon delivery and upon termination reloaded by Customer. Equipment rental does not include chemicals, wear parts, or other consumables. Customer has inspected the equipment and found it to be in good working order and unbroken condition when received unless Customer advises Trane promptly in writing. If contracted for, as indicated in this Agreement, Trane will unload, rig, and otherwise install the equipment for Customer and at the end of the rental period disconnect, rig, load and otherwise remove the equipment from the jobsite for the fee indicated in this Agreement. Installation and removal are one-time charges billed to Customer in the first rental period and include start-up services and the disconnection inspection. Customer will return the equipment, with all attachments, accessories, and parts thereof to Trane at the address of Trane's choosing, on the date required and in the same condition the equipment was received, ordinary wear and depreciation excepted.

Start-Up: If equipment is damaged during startup by Customer, Customer is liable to Trane for such damages.

Fueling Service: As part of this Agreement, Trane will provide all of the fuel necessary for use in the Equipment. The Customer agrees, as part of this service to reimburse Trane for Trane's cost of fuel, plus a handling charge, specifically delineated in the Rental Agreement. Trane continues to own the Equipment and the fuel contained therein at all times, and in no way is reselling that fuel to the Customer.

Equipment Repair and Maintenance: Following equipment start-up, Customer will be responsible to operate the equipment in accordance with the manufacturer's standard operating procedures, perform routine preventive maintenance by qualified personnel, and to return it in good working condition, less normal wear and tear. If the equipment is not returned in similar or like condition as of rental commencement, Customer shall be liable to Trane for a cleaning fee. Any repairs or replacements required, during or immediately following the rental, required in Trane's judgment to make the unit operate properly due to improper installation by Customer, abuse, misuse, or unusual wear will be charged to Customer at the local time and material rates then prevailing. For rentals over one month duration, Customer shall allow Trane to inspect rental equipment each month.

All repairs to rental equipment must be performed by Trane: Upon Customer's notice to Trane, Trane shall provide emergency repair service that may be necessary in accordance with local time and material rates then prevailing; provided, however, that any repairs or replacements required in Trane's judgment to make the equipment operate properly due to a defect in the rental equipment provided by Trane shall be at Trane's expense.

Insurance: Customer will insure all equipment under an all risk property insurance policy, including windstorm, in the minimum amount of the value of the equipment shown in this Agreement. This clause is waived if Customer participates in the Rental Protection Program (RPP). Additionally, customer shall carry general liability insurance covering the use and operation of the equipment in the minimum amount of \$

1,000,000 per occurrence. All such policies shall name Trane as an additional insured and loss payee as its interests may appear. Customer is responsible for any deductible amounts due. Promptly upon Trane's request, Customer will provide Trane with a Certificate of Insurance evidencing the required coverage (and additional insured and loss payee endorsement).

Default: Customer shall be in default of this Agreement upon occurrence of one or more of the following events:

- a. any rental charge goes unpaid for a period of ten (10) days after its due date;
- b. any other breach of this Agreement by Customer goes uncorrected after ten (10) days written notice to Customer;
- c. any writ or order of attachment, execution or the like against Customer is levied on any of the equipment and is not released or satisfied within ten (10) days; or
- d. immediately when a proceeding in bankruptcy, insolvency or receivership is instituted voluntarily or involuntarily by or against Customer or Customer enters any agreement or composition with its creditors or is otherwise unable to pay its debts as they become due.

Remedies: In the event of Customer's default, Trane shall have the right to do any or all of the following, none of which shall constitute an election of remedies:

- a. declare immediately due, sue for, and receive from Customer all rents and other amounts payable under the terms of this Agreement, as well as all costs and expenses associated with such proceedings (including reasonable attorneys' fees) and all expenses reasonably incurred by Trane in taking possession, cleaning and repairing and re-renting any such Equipment. Any amounts remaining from the re-renting after deduction of all such fees, costs and expenses shall be credited to Customer's obligation hereunder;
- b. disconnect and/or retake possession of any and all equipment with notice required by law or other process of law. For such purpose, Trane may enter upon the premises where the equipment is located and disconnect and/or remove same therefrom with proper notice without being liable in any suit, action or other proceeding by Customer;
- c. terminate this Agreement as to any and all equipment;
- d. terminate any other agreement(s) between Trane and Customer; and/or
- e. pursue any other rights and/or remedies, whether at law or in equity.

Indemnity: To the fullest extent permitted by law, Trane and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

Limitation of Liability: NOT WITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Trane's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Trane by Customer under this Agreement.

NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

Customer shall indemnify and defend Trane against, and Customer is solely responsible for, all fines, penalties, losses, claims, arising out of or alleged to arise out of (a) Customer's acts or omissions in connection with the use, operation, handling, repair, maintenance, and/or alteration and modification of the equipment; and (b) the condition of building or physical plant equipment, and suitability of the equipment for Customer's purpose.

If a refrigerant leak or inadvertent venting is discovered by Customer during the rental period, Trane must be notified immediately. Customer must also notify any and all regulatory authorities (e.g., environmental protection agencies) in accordance with applicable laws and regulations. Customer shall be liable for, and indemnify Trane against, any fines, claims, injuries, losses or damages resulting from any refrigerant leak to the extent not caused by Trane.

In case of loss or theft of the equipment, Customer will be responsible for either replacement of the equipment with identical equipment or payment of its full replacement value. In either case, rental charges will continue until the equipment is replaced or reimbursement is made in full. Trane, at its sole discretion may report as stolen all Equipment not returned within ten (10) days of the end of the rental period. Customer will pay all collection fees, court costs, attorney's fees or any other expense required to enforce the terms and conditions of this Agreement.

COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

Force Majeure: Trane's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Trane shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Trane's election (i) remain in effect but Trane's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Trane for the period of time Customer has the benefit of the rental to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Trane; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

General Terms: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes and replaces all previous understandings, commitments or agreements, oral or written related to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. This Agreement may not be assigned by Customer without Trane's prior written consent, in which event this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Any failure by Trane to enforce any provision of this Agreement shall not constitute a waiver thereof or any other provision. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

Limited Waiver of Sovereign Immunity: If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Trane and arising or alleged to arise out of the furnishing by Trane of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Trane is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Trane is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Trane in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-50.01 (0423)
Supersedes 1-50.01 (0123)



AIG Insurance Company Rental Protection Program

Coverage Questions: 1-855-601-1787

Claims: 1-800-755-5115

Trane must have the completed and signed rental proposal with Rental Protection Program box marked “Yes” before the equipment arrives at the customer’s site in order to have the equipment protection.

Important Questions:	Answers:		
What is covered?	Direct physical loss to rental equipment caused by a covered peril to property that you have rented from Trane Rental Services including but not limited to theft, vandalism, fire water damage and accidental damages.		
Policy Limit of Liability:	\$ 1,000,000 for any one occurrence. This is the most that is paid in any one occurrence for loss to covered property.		
What is the overall deductible?	Property Damage \$ 2,500 Per Occurrence (except whether the Claim involves loss at one or more locations, the deductible amount shall apply against the total rental equipment loss suffered by the Insured from any one occurrence.		
Valuation:	Replacement Cost for equipment when model age is less than or equal to 5 years. All Other is Actual Cash Value.		
Are there coverage limitations?	Property is only covered for the equipment that is rented from Trane Rental Services. a. Described on the “schedule of coverages”; and b. While in transit to the rental customer or while at the premises of the rental customer after delivery. c. Consequential damages (not including Supplemental coverage below) are not covered		
Supplemental Coverage:	25% of the amount of paid for loss for Debris Removal. * \$ 5,000 Additional Debris Removal Limit * \$ 10,000 in the annual aggregate for Pollutant Cleanup and Removal - subject to a 180 day reporting provision.		
Perils (Causes of Loss) Excluded: Unless modified by endorsement or in the additional terms and conditions section.	<table border="1"> <tr> <td>Aircraft or Watercraft Buildings and Land Contraband Money and Securities Vehicles Waterborne Property Mysterious Disappearance (when no in care custody and control of a 3rd party carrier)</td> <td>Earth Movement or Volcanic Eruption Flood Sewer Backup and Water Below the Surface Electrical Currents Theft from an Unattended Vehicle Wear and Tear/Mechanical Breakdown Intentional Abuse, neglect, or fraud</td> </tr> </table>	Aircraft or Watercraft Buildings and Land Contraband Money and Securities Vehicles Waterborne Property Mysterious Disappearance (when no in care custody and control of a 3 rd party carrier)	Earth Movement or Volcanic Eruption Flood Sewer Backup and Water Below the Surface Electrical Currents Theft from an Unattended Vehicle Wear and Tear/Mechanical Breakdown Intentional Abuse, neglect, or fraud
Aircraft or Watercraft Buildings and Land Contraband Money and Securities Vehicles Waterborne Property Mysterious Disappearance (when no in care custody and control of a 3 rd party carrier)	Earth Movement or Volcanic Eruption Flood Sewer Backup and Water Below the Surface Electrical Currents Theft from an Unattended Vehicle Wear and Tear/Mechanical Breakdown Intentional Abuse, neglect, or fraud		
Who is Marsh?	Marsh Sponsored Programs, a division of Marsh USA Inc., is the program administrator providing insurance for Trane Rental customers through AIG Marine Cargo program. Marsh offers a toll free number, 1-855-1787, where a licenses agent is available to answer any coverage questions or provide any claims assistance, as needed.		
Where should I report a claim?	First notice of loss should be reported by calling 1-800-755-5115		

This document provides a synopsis of coverage and is being provided as a reference only. The actual policy determines coverage. The policy contains exclusions, limitations, and other provisions not referenced (or only briefly summarized) here and the policy should be consulted for full coverage terms, conditions, and requirements. Administrator: Marsh Sponsored Programs, a division of Marsh USA Inc. In CA, dba Marsh Risk & Insurance Services, CA Ins. Lic.# 0437153

Watson, Jeff

From: Lance Meredith <lancedmeredith@yahoo.com>
Sent: Tuesday, June 13, 2023 8:12 AM
To: Watson, Jeff
Subject: Re: Insulation for pipe at encore.

Alert: This is an external email.

Jeff,

Encore Chiller Plant

Scope: Insulate temporary 12 inch plastic chilled water pipe, valves & Fittings with 1" thick Armaflex insulation.

Quote: \$3,000.00

Thank you,

Meredith Insulation Inc.
Lance Meredith

[Sent from Yahoo Mail for iPhone](#)

On Monday, June 12, 2023, 3:12 PM, Watson, Jeff <JeffS.Watson@trane.com> wrote:

Can you give me a price to insulate the plastic pipe in this picture? Armaflex is fine. 12" round. It is at the Encore plant.

-----Original Message-----

From: 7046209201@vtext.com <7046209201@vtext.com>
Sent: Monday, June 12, 2023 1:36 PM
To: Watson, Jeff <JeffS.Watson@trane.com>
Subject: Insulation for pipe at encore.

Alert: This is an external email.

Insulation for pipe at encore.

May 8, 2023

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

Attention: Jeff Watson

Reference: Encore – CEP
Install New Chilled Water Piping

Dear Jeff:

Per your request we offer the following proposal to install new Chilled Water Piping at the heat exchanger to the Chiller One Connections for the referenced site. Our recommended scope is as follows:

Base Scope: New Chiller Water Piping

A. Project Start-Up

1. Check in with Project Manager and review services to be performed.

B. New Chiller Water Piping

1. Remove existing Chiller One piping from chiller connection to isolation valves above.
2. Remove existing piping from chilled-water side of heat exchanger to isolation valves above.
3. Fabricate 2'-0" length of 12" spool piece with TOL for flow sensor.
4. Install 10" *Customer supplied* hoses and fittings from chilled water piping at heat exchanger to chiller one connections.
5. Start-up heat exchanger (performed by customer) and check for proper operation.

C. Job Site Clean-Up

Remove all associated debris and dispose from the job site and check in with Project Manager to review project completion.

PRICE: \$15,590.00 total for Installation of Lot 8 Piping

Accepted by: _____(Initials)

Base Scope Notes and Clarifications:

1. **Exclude insulation of heat exchanger and/or pipes.**
2. **Exclude commissioning requirements.**
3. Provide trained technicians and employees for the entire project.
4. All work will be done in compliance with Customer safety policies and procedures. All employees will be supplied with PPE as necessary per scope specific situations.
5. Perform start-up (with Customer help) of all equipment after work.
6. Above scope of work does not include any power or control wiring unless otherwise stated.
7. The above price does not include labor priced at Davis Bacon, Certified or Prevailing wages unless otherwise noted.
8. The above pricing does not include labor performed at Overtime or Weekend.
9. The above pricing does not include any unforeseen conditions.
10. 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.
11. 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.
12. A 4% PROCESSING FEE WILL BE ADDED TO EACH CREDIT CARD TRANSACTION

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

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 5



Rizzetta & Company

August 3

District Manager's Report

2023

UPCOMING DATES TO REMEMBER

- **Next Meeting:** September 7, 2023 @ 4p
- **Next Election:** November 2024

FINANCIAL SUMMARY

6/30/2023

General Fund Cash & Investment Balance: \$187,151

Chiller Operation Cash & Investment Balance: \$836,579

Chiller Reserve Fund Investment Balance: \$2,485,255

Total Cash and Investment Balances: \$3,508,985

General Fund Expense Variance: \$12,399 Under Budget

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RASI Reports rasireports@rizzetta.com • CDD Finance Team CDDFinTeam@rizzetta.com

Professionals in Community Management

Tab 6

RESOLUTION 2023-__

THE ANNUAL APPROPRIATION RESOLUTION OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors ("**Board**") of the Encore Community Development District ("**District**") proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Encore Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$ 1,522,097.37 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ <u>342,097.37</u>
401 – CHILLER OPERATIONS	\$ <u>900,000.00</u>
405 – CHILLER RESERVE FUND	\$ <u>280,000.00</u>
TOTAL ALL FUNDS	\$ <u>1,522,097.37</u>

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if

the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 3rd DAY OF AUGUST 2023.

ATTEST:	ENCORE COMMUNITY DEVELOPMENT DISTRICT
<hr/> Secretary / Assistant Secretary	<hr/> Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2023/2024 Budget

Exhibit A



Rizzetta & Company

Encore Community Development District

www.encorecdd.org

**Approved Proposed
Budget Fiscal Year
2023/2024**

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Rizzetta & Company

Approved Proposed Budget
Encore Community Development District
General Fund
Fiscal Year 2023/2024

1

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$191,295.00	\$191,295.00	\$189,822.00	\$1,473.00	\$ 115,053.03	\$ (74,769)	
6	Off Roll*	\$131,749.00	\$163,437.00	\$131,750.00	\$31,687.00	\$ 227,750.87	\$ 96,001	
7								
8	TOTAL REVENUES	\$323,044.00	\$354,732.00	\$321,572.00	\$33,160.00	\$ 342,803.90	\$ 21,232	
9								
10	Balance Forward from Prior Year	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$ -	
11								
12	TOTAL REVENUES AND BALANCE	\$323,044.00	\$354,732.00	\$321,572.00	\$33,160.00	\$ 342,803.90	\$ 21,232	
13								
14	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
15								
16	EXPENDITURES - ADMINISTRATIVE							
17								
18	Legislative							
19	Supervisor Fees	\$4,000.00	\$8,000.00	\$12,001.00		\$ 12,000.00	\$ (1)	5 Supervisors x 12 Meetings
20	Financial & Administrative							
21	Administrative Services	\$1,821.00	\$3,642.00	\$3,642.00		\$3,824.00	\$ 182	
22	District Management	\$14,753.00	\$28,372.00	\$29,507.00		\$ 30,982.00	\$ 1,475	
23	District Engineer	\$68.00	\$136.00	\$10,000.00		\$ 10,000.00	\$ -	
24	Assessment Roll	\$5,356.00	\$5,356.00	\$5,356.00		\$ 5,624.00	\$ 268	
25	Accounting Services	\$2,678.00	\$5,150.00	\$5,356.00		\$ 5,624.00	\$ 268	Split with the Chiller Fund.
26	Auditing Services	\$0.00	\$0.00	\$4,900.00		\$ 4,900.00	\$ -	Per contract
27	Public Officials Liability Insurance	\$3,341.00	\$2,960.00	\$3,730.00		\$ 3,920.00	\$ 190	Per Egis Estimate FY 23-24
28	Legal Advertising	\$1,426.00	\$2,852.00	\$4,000.00		\$ 4,000.00	\$ -	
29	Miscellaneous Mailings	\$943.00	\$1,886.00	\$2,500.00		\$ 2,500.00	\$ -	Printed agendas - required for Encore
30	Dues, Licenses & Fees	\$175.00	\$175.00	\$175.00		\$ 175.00	\$ -	DEO annual fee
31	Website Hosting, Maintenance, Backup (and	\$1,369.00	\$2,738.00	\$4,000.00		\$ 5,200.00	\$ 1,200	Includes Technology Services
32	Legal Counsel							
33	District Counsel	\$3,093.00	\$6,186.00	\$10,000.00		\$ 10,000.00	\$ -	
34								
35	Administrative Subtotal	\$39,023.00	\$67,453.00	\$95,167.00	\$0.00	\$ 98,749.00	\$ 3,582	
36								
37	EXPENDITURES - FIELD OPERATIONS							
38								
39	Electric Utility Services							
40	Utility Services	\$8,007.00	\$16,014.00	\$18,000.00		\$ 19,000.00	\$ 1,000	TECO proposed increase
41	Street Lights	\$559.00	\$1,118.00	\$2,000.00		\$ 2,000.00	\$ -	
42	Solar Energy							
43	Solar System Maintenance	\$0.00	\$0.00	\$1,500.00		\$ 1,500.00	\$ -	Per proposal & Repairs
44	Stormwater Control							
45	Stormwater System Maintenance	\$5,900.00	\$11,800.00	\$29,267.00		\$ 29,267.00	\$ -	\$5900 per quarter (\$23,600) plus repairs

Approved Proposed Budget
Encore Community Development District
General Fund
Fiscal Year 2023/2024

2

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
46	Other Physical Environment							
47	General Liability Insurance	\$3,644.00	\$3,644.00	\$4,068.00		\$ 4,271.40	\$ 203	Per Egis Estimate FY 23-24
48	Property Insurance	\$0.00	\$0.00	\$394.00		\$ 394.00	\$ -	Includes insurance for streetlights
49	Landscape Maintenance	\$40,248.00	\$80,496.00	\$53,000.00		\$ 60,000.00	\$ 7,000	Increased per trends
	Landscape Maintenance (Meadow)			\$5,100.00		\$ 5,100.00	\$ -	Meadow landscape est.\$425 a month
50	Irrigation Repairs	\$3,000.00	\$6,000.00	\$10,000.00		\$ 10,000.00	\$ -	Recommend increase. Historical data supports.
51	Irrigation Maintenance	\$0.00	\$0.00	\$2,661.00		\$ 2,661.00	\$ -	per contract
52	Landscape Replacement Plants, Shrubs,	\$4,127.00	\$8,254.00	\$15,000.00		\$ 15,000.00	\$ -	
53	Palm Tree Injection Treatment	\$0.00	\$0.00	\$1,404.00		\$ 1,404.00	\$ -	per contract
54	Landscape - Mulch	\$0.00	\$0.00	\$12,261.00		\$ 12,261.50	\$ 1	
55	Landscape Inspection Services	\$4,200.00	\$8,400.00	\$8,400.00		\$ 9,600.00	\$ 1,200	per contract
56	Holiday Decorations	\$35,000.00	\$31,000.00	\$35,000.00		\$ 35,000.00	\$ -	
	Miscellaneous Expense			\$ 5,096		\$ 5,096.00	\$ -	Trash collection
57	Road & Street Facilities							
58	Street Sign Repair & Replacement	\$0.00	\$0.00	\$1,500.00		\$ 1,500.00	\$ -	
59	Electrical Maintenance	\$3,287.00	\$6,574.00	\$20,000.00		\$ 20,000.00	\$ -	Light pole replacements
60	Contingency							
61	Miscellaneous Contingency	\$17,349.00	\$34,698.00	\$1,754.00		\$ 10,000.00	\$ 8,246	Increased based on trends
62								
63	Field Operations Subtotal	\$125,321.00	\$207,998.00	\$226,405.00	\$0.00	\$ 244,054.90	\$ 17,650	
64								
65	Contingency for County TRIM Notice							
66								
67	TOTAL EXPENDITURES	\$164,344.00	\$275,451.00	\$321,572.00	\$0.00	\$ 342,803.90	\$ 21,232	
68								
69	EXCESS OF REVENUES OVER	\$158,700.00	\$79,281.00	\$0.00	\$33,160.00	\$ -	\$ -	
70				\$0.00				

Approved Proposed Budget
Encore Community Development District
Chiller Fund
Fiscal Year 2023/2024

3

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3								
4	Charges for Services							
5	Usage Rate Collections	\$560,767.00	\$1,121,534.00	\$ 800,000.00	\$321,534.00	\$ 800,000.00	\$ -	
6	Contributions & Donations from Private Sources							
7	Developer Contributions	\$56,060.00	\$112,120.00	\$ 100,000.00	\$12,120.00	\$ 100,000.00	\$ -	
8	EnerNOC Program	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$ -	TECO Demand Schedule
9								
10	TOTAL REVENUES	\$616,827.00	\$1,233,654.00	\$900,000.00	\$333,654.00	\$ 900,000.00	\$ -	
11								
12	Balance Forward from Prior Year	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$ -	
13								
14	TOTAL REVENUES AND BALANCE	\$616,827.00	\$1,233,654.00	\$900,000.00	\$333,654.00	\$ 900,000.00	\$ -	
15								
17								
18	EXPENDITURES - ADMINISTRATIVE							
19								
20	Financial & Administrative							
21	District Engineer	\$25,877.00	\$51,754.00	\$ 20,000.00	-\$31,754.00	\$ 20,000.00	\$ -	
22	Rate Consulting Services	\$0.00	\$0.00	\$0.00	\$0.00	\$ 15,000.00	\$ 15,000	New Study needed 23/24
23	Accounting Services	\$5,356.00	\$10,712.00	\$ 10,712.00	\$0.00	\$ 11,248.00	\$ 536	
24	Legal Counsel							
25	District Counsel	\$6,584.00	\$13,168.00	\$ 15,000.00	\$1,832.00	\$ 15,000.00	\$ -	
26								
27	Administrative Subtotal	\$37,817.00	\$75,634.00	\$45,712.00	-\$29,922.00	\$ 61,248.00	\$ 15,536	
28								
29	EXPENDITURES - FIELD OPERATIONS							
30								
31	Electric Utility Services							
32	Utility Services	\$167,780.00	\$335,560.00	\$ 360,000.00	\$24,440.00	\$ 360,000.00	\$ -	
33	Water-Sewer Combination Services							
34	Utility Services	\$4,782.00	\$9,564.00	\$ 20,000.00	\$10,436.00	\$ 20,000.00	\$ -	
35	Other Physical Environment							
36	Property Insurance	\$53,706.00	\$45,864.00	\$ 55,037.00	\$9,173.00	\$ 55,037.00	\$ -	Per Egis Estimate
37	Parks & Recreation							
38	Telephone Fax, Internet	\$1,977.00	\$3,954.00	\$ 4,500.00	\$546.00	\$ 4,500.00	\$ -	
39	Maintenance & Monitoring Contracts	\$147,739.00	\$295,478.00	\$ 240,000.00	-\$55,478.00	\$ 240,000.00	\$ -	Per rate study
40	Maintenance & Repairs	\$ 6,300.00		\$ 100,000.00		\$ 100,000.00	\$ -	New line for repair parts
41	Contingency							
42	Miscellaneous Contingency	\$58,574.00	\$117,148.00	\$ 74,751.00	-\$42,397.00	\$ 74,751.00	\$ -	
44								
45	Field Operations Subtotal	\$440,858.00	\$807,568.00	\$854,288.00	-\$53,280.00	\$ 854,288.00	\$ -	
46								
48								

Approved Proposed Budget
 Encore Community Development District
 Chiller Fund
 Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
49	TOTAL EXPENDITURES	\$478,675.00	\$883,202.00	\$ 900,000.00	-\$83,202.00	\$ 915,536.00	\$ 15,536	
50								
51	EXCESS OF REVENUES OVER	\$138,152.00	\$350,452.00	\$0.00	\$250,452.00	\$ (15,536.00)	\$ (15,536)	
52								

Approved Proposed Budget
 Encore Community Development District
 Chiller Reserve Fund
 Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
	Other Miscellaneous Revenues							
3	Interest Earnings	\$15,903.00	\$298.00	\$0.00	\$298.00	\$ -	\$ -	
4	Contributions & Donations from Private Sources							
5	Developer Contributions	\$140,000.00	\$280,000.00	\$280,000.00	\$0.00	\$280,000.00	\$ -	
8								
9	TOTAL REVENUES	\$155,903.00	\$280,000.00	\$280,000.00	\$0.00	\$ 280,000.00	\$ -	
10								
11	Balance Forward from Prior Year	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$ -	
12								
13	TOTAL REVENUES AND BALANCE	\$155,903.00	\$280,000.00	\$280,000.00	\$0.00	\$ 280,000.00	\$ -	
14								
15	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
16								
17	EXPENDITURES							
18								
19	Contingency							
20	Capital Reserve/Plant	\$0.00	\$280,000.00	\$250,000.00	-\$30,000.00	\$ 250,000.00	\$ -	
21	Capital Reserves/Pipe	\$0.00	\$298.00	\$30,000.00	\$29,702.00	\$ 30,000.00	\$ -	
22								
23	TOTAL EXPENDITURES	\$0.00	\$280,298.00	\$280,000.00	-\$298.00	\$ 280,000.00	\$ -	
24								
25	EXCESS OF REVENUES OVER	\$155,903.00	-\$298.00	\$0.00	-\$298.00	\$ -	\$ -	
26								

ENCORE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M ASSESSMENT SCHEDULE

2023/2024 O&M Budget		\$342,803.90
County Collection Cost @	2%	\$7,293.70
Early Payment Discount @	4%	\$14,587.40
2023/2024 Total		\$364,685.00
2022/2023 O&M Budget		\$321,571.50
2023/2024 O&M Budget		\$342,803.90
Total Difference		\$21,232.40

<u>Land Use Category</u>	PER UNIT ANNUAL ASSESSMENT ^{(1) (2)}		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
Affordable MF Rental(AFR)	\$157.01	\$167.38	\$10.37	7%
Market Rate MF Rental(MRKR)	\$196.26	\$209.22	\$12.96	7%
Affordable MF Condo(AFC)	\$235.52	\$251.07	\$15.55	7%
Market Rate MF Condo(MRKC)	\$274.77	\$292.91	\$18.14	7%
Hotel	\$274.77	\$292.91	\$18.14	7%
Museum	\$0.20	\$0.21	\$0.01	0%
Retail-Grocery	\$0.39	\$0.42	\$0.03	0%
Other Retail	\$0.31	\$0.33	\$0.02	0%
Office	\$0.26	\$0.28	\$0.02	0%

⁽¹⁾ Annual assessment includes Hillsborough County collection costs and early payment discount costs. Property owner is eligible for a discount of up to 4% if paid early.

⁽²⁾ The District will be Direct Billing the Undeveloped parcels, therefore there will be no costs related to the County for use of the County Tax Roll.

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT ROLL 2023/2024 BUDGET**

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			Developed	Undeveloped
TOTAL O&M BUDGET		\$342,803.90	\$115,053.03	\$227,750.87
COLLECTION COSTS @	2%	\$7,293.70	\$2,447.94	\$0.00
EARLY PAYMENT DISCOUNT @	4%	\$14,587.40	\$4,895.87	\$0.00
TOTAL O&M ASSESSMENT		<u>\$364,685.00</u>	<u>\$122,396.84</u>	<u>\$227,750.87</u>

Developed Parcels

Parcel Folio Number	Product	Number	EAU	Total EAUs	Total Assessment
183341.0134	AFR	160.00	0.4	64.00	\$26,780.80
183341.0132	Retail Sq Ft	5,000.00	1,250	4.00	\$1,674.00
Total Ella Building				68.00	\$28,454.80
183341.0114	AFR	85.00	0.4	34.00	\$14,227.30
	MRKR	56.00	0.5	28.00	\$11,716.32
183341.0112	Retail Sq Ft	5,000.00	1,250	4.00	\$1,674.00
Total Trio Building				66.00	\$27,617.62
183341.0144	AFR	158.00	0.4	63.20	\$26,446.04
183341.0142	Retail Sq Ft	5,000.00	1,250	4.00	\$1,674.00
Total Reed Building				67.20	\$28,120.04
183341.0072	AFR	142.00	0.40	56.80	\$23,767.96
	MRKR	61.00	0.50	30.50	\$12,762.42
	Retail Sq Ft	5,000.00	1,250.00	4.00	\$1,674.00
Total Tempo Building				91.30	\$38,204.38
Grand Total				292.50	\$122,396.84

Parcel Folio Number	Lot	Size in Sq Ft	Number of Acres	% of Acreage	Total Assessment
183341.0078	Lot 5	43,124.40	0.99	8.3%	\$18,789.45
183341.0080	Lot 6	3,920.40	0.09	0.8%	\$1,708.13
183341.0084	Lot 8	84,942.00	1.95	16.3%	\$37,009.52
183341.0086		94,525.20	2.17	18.1%	\$41,184.95
183341.0088	Lot 10	84,070.80	1.93	16.1%	\$36,629.93
183341.0090		83,199.60	1.91	15.9%	\$36,250.35
183341.0092	Lot 12	57,934.80	1.33	11.1%	\$25,242.39
183341.0098		22,651.20	0.52	4.3%	\$9,869.20
183341.0100	TRACTS 1A,1B,1C,1D,1E	47,916.00	1.10	9.2%	\$20,877.16
183341.0124	TRACT A	435.60	0.01	0.1%	\$189.79
TOTALS		522,720.00	12.00	100.0%	\$227,750.87
Per Acre Annual Cost		18,979.24			

Total Assessments	\$350,147.71
--------------------------	---------------------

Non-Assessable School Site and Teco Parcels				
192856.0010	92,490.00	2.13	100.00%	\$0.00
	92,490.00	2.13	100.00%	\$0.00

NOTE: THE DISTRICT WILL BE DIRECT BILLING THE UNDEVELOPED PARCELS AND THEREFORE THERE WILL BE NO COLLECTION COSTS RELATED TO THE COUNTY FOR USE OF THE COUNTY TAX ROLL.

ENCORE COMMUNITY DEVELOPMENT DISTRICT

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FISCAL YEAR 2023/2024 O&M ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$342,803.90
COLLECTION COSTS @	2.0%	\$7,293.70
EARLY PAYMENT DISCOUNT @	4.0%	\$14,587.40
TOTAL O&M ASSESSMENT		\$364,685.00

ALLOCATION OF O&M ASSESSMENT							ANNUAL O&M ASSESSMENT / UNIT ⁽¹⁾
<u>Land Use Category</u>	<u>Unit Count</u>	<u>Unit Type</u>	<u>EAU FACTOR</u>	<u>TOTAL EAU's</u>	<u>% TOTAL EAU's</u>	<u>TOTAL O&M BUDGET</u>	
Affordable MF Rental(AFR)	545	Residence	0.40	218.00	25.01%	\$91,220.42	\$167.38
Market Rate MF Rental(MRKR)	225	Residence	0.50	112.50	12.91%	\$47,074.76	\$209.22
Affordable MF Condo(AFC)	30	Residence	0.60	18.00	2.07%	\$7,531.96	\$251.07
Market Rate MF Condo(MRKC)	270	Residence	0.70	189.00	21.69%	\$79,085.59	\$292.91
Hotel	200	Room	0.70	140.00	16.06%	\$58,581.92	\$292.91
	<u>1,270</u>						
Museum	3,900	Sq Foot	2000.00	1.95	0.22%	\$815.96	\$0.21
Retail-Grocery	36,000	Sq Foot	1000.00	36.00	4.13%	\$15,063.92	\$0.42
Other Retail	45,100	Sq Foot	1250.00	36.08	4.14%	\$15,097.40	\$0.33
Office	180,000	Sq Foot	1500.00	120.00	13.77%	\$50,213.07	\$0.28
	<u>265,000</u>						
	<u>266,270</u>			<u>871.53</u>	<u>100.00%</u>	<u>\$364,685.00</u>	

LESS: Hillsborough County Collection Costs (2%) and Early Payment Discounts (4%):

(\$21,881.10)

Net Revenue to be Collected:

\$342,803.90

⁽¹⁾ Annual assessment that will appear on November 2023 Hillsborough County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Landscape Inspection Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Tab 7

RESOLUTION 2023-____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Encore Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Hillsborough County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A"**; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method

by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B;"** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Tax Roll Assessments.** The operations and maintenance special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**
- B. **Direct Bill Assessments.** The operations and maintenance special assessments on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent

permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than November 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 3rd day of August 2023.

ATTEST:

**ENCORE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A



Rizzetta & Company

Encore Community Development District

www.encorecdd.org

**Approved Proposed
Budget Fiscal Year
2023/2024**

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Rizzetta & Company

Approved Proposed Budget
Encore Community Development District
General Fund
Fiscal Year 2023/2024

1

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$191,295.00	\$191,295.00	\$189,822.00	\$1,473.00	\$ 115,053.03	\$ (74,769)	
6	Off Roll*	\$131,749.00	\$163,437.00	\$131,750.00	\$31,687.00	\$ 227,750.87	\$ 96,001	
7								
8	TOTAL REVENUES	\$323,044.00	\$354,732.00	\$321,572.00	\$33,160.00	\$ 342,803.90	\$ 21,232	
9								
10	Balance Forward from Prior Year	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$ -	
11								
12	TOTAL REVENUES AND BALANCE	\$323,044.00	\$354,732.00	\$321,572.00	\$33,160.00	\$ 342,803.90	\$ 21,232	
13								
14	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
15								
16	EXPENDITURES - ADMINISTRATIVE							
17								
18	Legislative							
19	Supervisor Fees	\$4,000.00	\$8,000.00	\$12,001.00		\$ 12,000.00	\$ (1)	5 Supervisors x 12 Meetings
20	Financial & Administrative							
21	Administrative Services	\$1,821.00	\$3,642.00	\$3,642.00		\$3,824.00	\$ 182	
22	District Management	\$14,753.00	\$28,372.00	\$29,507.00		\$ 30,982.00	\$ 1,475	
23	District Engineer	\$68.00	\$136.00	\$10,000.00		\$ 10,000.00	\$ -	
24	Assessment Roll	\$5,356.00	\$5,356.00	\$5,356.00		\$ 5,624.00	\$ 268	
25	Accounting Services	\$2,678.00	\$5,150.00	\$5,356.00		\$ 5,624.00	\$ 268	Split with the Chiller Fund.
26	Auditing Services	\$0.00	\$0.00	\$4,900.00		\$ 4,900.00	\$ -	Per contract
27	Public Officials Liability Insurance	\$3,341.00	\$2,960.00	\$3,730.00		\$ 3,920.00	\$ 190	Per Egis Estimate FY 23-24
28	Legal Advertising	\$1,426.00	\$2,852.00	\$4,000.00		\$ 4,000.00	\$ -	
29	Miscellaneous Mailings	\$943.00	\$1,886.00	\$2,500.00		\$ 2,500.00	\$ -	Printed agendas - required for Encore
30	Dues, Licenses & Fees	\$175.00	\$175.00	\$175.00		\$ 175.00	\$ -	DEO annual fee
31	Website Hosting, Maintenance, Backup (and	\$1,369.00	\$2,738.00	\$4,000.00		\$ 5,200.00	\$ 1,200	Includes Technology Services
32	Legal Counsel							
33	District Counsel	\$3,093.00	\$6,186.00	\$10,000.00		\$ 10,000.00	\$ -	
34								
35	Administrative Subtotal	\$39,023.00	\$67,453.00	\$95,167.00	\$0.00	\$ 98,749.00	\$ 3,582	
36								
37	EXPENDITURES - FIELD OPERATIONS							
38								
39	Electric Utility Services							
40	Utility Services	\$8,007.00	\$16,014.00	\$18,000.00		\$ 19,000.00	\$ 1,000	TECO proposed increase
41	Street Lights	\$559.00	\$1,118.00	\$2,000.00		\$ 2,000.00	\$ -	
42	Solar Energy							
43	Solar System Maintenance	\$0.00	\$0.00	\$1,500.00		\$ 1,500.00	\$ -	Per proposal & Repairs
44	Stormwater Control							
45	Stormwater System Maintenance	\$5,900.00	\$11,800.00	\$29,267.00		\$ 29,267.00	\$ -	\$5900 per quarter (\$23,600) plus repairs

Approved Proposed Budget
Encore Community Development District
General Fund
Fiscal Year 2023/2024

2

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
46	Other Physical Environment							
47	General Liability Insurance	\$3,644.00	\$3,644.00	\$4,068.00		\$ 4,271.40	\$ 203	Per Egis Estimate FY 23-24
48	Property Insurance	\$0.00	\$0.00	\$394.00		\$ 394.00	\$ -	Includes insurance for streetlights
49	Landscape Maintenance	\$40,248.00	\$80,496.00	\$53,000.00		\$ 60,000.00	\$ 7,000	Increased per trends
	Landscape Maintenance (Meadow)			\$5,100.00		\$ 5,100.00	\$ -	Meadow landscape est.\$425 a month
50	Irrigation Repairs	\$3,000.00	\$6,000.00	\$10,000.00		\$ 10,000.00	\$ -	Recommend increase. Historical data supports.
51	Irrigation Maintenance	\$0.00	\$0.00	\$2,661.00		\$ 2,661.00	\$ -	per contract
52	Landscape Replacement Plants, Shrubs,	\$4,127.00	\$8,254.00	\$15,000.00		\$ 15,000.00	\$ -	
53	Palm Tree Injection Treatment	\$0.00	\$0.00	\$1,404.00		\$ 1,404.00	\$ -	per contract
54	Landscape - Mulch	\$0.00	\$0.00	\$12,261.00		\$ 12,261.50	\$ 1	
55	Landscape Inspection Services	\$4,200.00	\$8,400.00	\$8,400.00		\$ 9,600.00	\$ 1,200	per contract
56	Holiday Decorations	\$35,000.00	\$31,000.00	\$35,000.00		\$ 35,000.00	\$ -	
	Miscellaneous Expense			\$ 5,096		\$ 5,096.00	\$ -	Trash collection
57	Road & Street Facilities							
58	Street Sign Repair & Replacement	\$0.00	\$0.00	\$1,500.00		\$ 1,500.00	\$ -	
59	Electrical Maintenance	\$3,287.00	\$6,574.00	\$20,000.00		\$ 20,000.00	\$ -	Light pole replacements
60	Contingency							
61	Miscellaneous Contingency	\$17,349.00	\$34,698.00	\$1,754.00		\$ 10,000.00	\$ 8,246	Increased based on trends
62								
63	Field Operations Subtotal	\$125,321.00	\$207,998.00	\$226,405.00	\$0.00	\$ 244,054.90	\$ 17,650	
64								
65	Contingency for County TRIM Notice							
66								
67	TOTAL EXPENDITURES	\$164,344.00	\$275,451.00	\$321,572.00	\$0.00	\$ 342,803.90	\$ 21,232	
68								
69	EXCESS OF REVENUES OVER	\$158,700.00	\$79,281.00	\$0.00	\$33,160.00	\$ -	\$ -	
70				\$0.00				

Approved Proposed Budget
Encore Community Development District
Chiller Fund
Fiscal Year 2023/2024

3

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3								
4	Charges for Services							
5	Usage Rate Collections	\$560,767.00	\$1,121,534.00	\$ 800,000.00	\$321,534.00	\$ 800,000.00	\$ -	
6	Contributions & Donations from Private Sources							
7	Developer Contributions	\$56,060.00	\$112,120.00	\$ 100,000.00	\$12,120.00	\$ 100,000.00	\$ -	
8	EnerNOC Program	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$ -	TECO Demand Schedule
9								
10	TOTAL REVENUES	\$616,827.00	\$1,233,654.00	\$900,000.00	\$333,654.00	\$ 900,000.00	\$ -	
11								
12	Balance Forward from Prior Year	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$ -	
13								
14	TOTAL REVENUES AND BALANCE	\$616,827.00	\$1,233,654.00	\$900,000.00	\$333,654.00	\$ 900,000.00	\$ -	
15								
17								
18	EXPENDITURES - ADMINISTRATIVE							
19								
20	Financial & Administrative							
21	District Engineer	\$25,877.00	\$51,754.00	\$ 20,000.00	-\$31,754.00	\$ 20,000.00	\$ -	
22	Rate Consulting Services	\$0.00	\$0.00	\$0.00	\$0.00	\$ 15,000.00	\$ 15,000	New Study needed 23/24
23	Accounting Services	\$5,356.00	\$10,712.00	\$ 10,712.00	\$0.00	\$ 11,248.00	\$ 536	
24	Legal Counsel							
25	District Counsel	\$6,584.00	\$13,168.00	\$ 15,000.00	\$1,832.00	\$ 15,000.00	\$ -	
26								
27	Administrative Subtotal	\$37,817.00	\$75,634.00	\$45,712.00	-\$29,922.00	\$ 61,248.00	\$ 15,536	
28								
29	EXPENDITURES - FIELD OPERATIONS							
30								
31	Electric Utility Services							
32	Utility Services	\$167,780.00	\$335,560.00	\$ 360,000.00	\$24,440.00	\$ 360,000.00	\$ -	
33	Water-Sewer Combination Services							
34	Utility Services	\$4,782.00	\$9,564.00	\$ 20,000.00	\$10,436.00	\$ 20,000.00	\$ -	
35	Other Physical Environment							
36	Property Insurance	\$53,706.00	\$45,864.00	\$ 55,037.00	\$9,173.00	\$ 55,037.00	\$ -	Per Egis Estimate
37	Parks & Recreation							
38	Telephone Fax, Internet	\$1,977.00	\$3,954.00	\$ 4,500.00	\$546.00	\$ 4,500.00	\$ -	
39	Maintenance & Monitoring Contracts	\$147,739.00	\$295,478.00	\$ 240,000.00	-\$55,478.00	\$ 240,000.00	\$ -	Per rate study
40	Maintenance & Repairs	\$ 6,300.00		\$ 100,000.00		\$ 100,000.00	\$ -	New line for repair parts
41	Contingency							
42	Miscellaneous Contingency	\$58,574.00	\$117,148.00	\$ 74,751.00	-\$42,397.00	\$ 74,751.00	\$ -	
44								
45	Field Operations Subtotal	\$440,858.00	\$807,568.00	\$854,288.00	-\$53,280.00	\$ 854,288.00	\$ -	
46								
48								

Approved Proposed Budget
 Encore Community Development District
 Chiller Fund
 Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
49	TOTAL EXPENDITURES	\$478,675.00	\$883,202.00	\$ 900,000.00	-\$83,202.00	\$ 915,536.00	\$ 15,536	
50								
51	EXCESS OF REVENUES OVER	\$138,152.00	\$350,452.00	\$0.00	\$250,452.00	\$ (15,536.00)	\$ (15,536)	
52								

Approved Proposed Budget
 Encore Community Development District
 Chiller Reserve Fund
 Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
	Other Miscellaneous Revenues							
3	Interest Earnings	\$15,903.00	\$298.00	\$0.00	\$298.00	\$ -	\$ -	
4	Contributions & Donations from Private Sources							
5	Developer Contributions	\$140,000.00	\$280,000.00	\$280,000.00	\$0.00	\$280,000.00	\$ -	
8								
9	TOTAL REVENUES	\$155,903.00	\$280,000.00	\$280,000.00	\$0.00	\$ 280,000.00	\$ -	
10								
11	Balance Forward from Prior Year	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$ -	
12								
13	TOTAL REVENUES AND BALANCE	\$155,903.00	\$280,000.00	\$280,000.00	\$0.00	\$ 280,000.00	\$ -	
14								
15	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
16								
17	EXPENDITURES							
18								
19	Contingency							
20	Capital Reserve/Plant	\$0.00	\$280,000.00	\$250,000.00	-\$30,000.00	\$ 250,000.00	\$ -	
21	Capital Reserves/Pipe	\$0.00	\$298.00	\$30,000.00	\$29,702.00	\$ 30,000.00	\$ -	
22								
23	TOTAL EXPENDITURES	\$0.00	\$280,298.00	\$280,000.00	-\$298.00	\$ 280,000.00	\$ -	
24								
25	EXCESS OF REVENUES OVER	\$155,903.00	-\$298.00	\$0.00	-\$298.00	\$ -	\$ -	
26								

ENCORE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M ASSESSMENT SCHEDULE

2023/2024 O&M Budget		\$342,803.90
County Collection Cost @	2%	\$7,293.70
Early Payment Discount @	4%	\$14,587.40
2023/2024 Total		\$364,685.00
2022/2023 O&M Budget		\$321,571.50
2023/2024 O&M Budget		\$342,803.90
Total Difference		\$21,232.40

<u>Land Use Category</u>	PER UNIT ANNUAL ASSESSMENT ^{(1) (2)}		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
Affordable MF Rental(AFR)	\$157.01	\$167.38	\$10.37	7%
Market Rate MF Rental(MRKR)	\$196.26	\$209.22	\$12.96	7%
Affordable MF Condo(AFC)	\$235.52	\$251.07	\$15.55	7%
Market Rate MF Condo(MRKC)	\$274.77	\$292.91	\$18.14	7%
Hotel	\$274.77	\$292.91	\$18.14	7%
Museum	\$0.20	\$0.21	\$0.01	0%
Retail-Grocery	\$0.39	\$0.42	\$0.03	0%
Other Retail	\$0.31	\$0.33	\$0.02	0%
Office	\$0.26	\$0.28	\$0.02	0%

⁽¹⁾ Annual assessment includes Hillsborough County collection costs and early payment discount costs. Property owner is eligible for a discount of up to 4% if paid early.

⁽²⁾ The District will be Direct Billing the Undeveloped parcels, therefore there will be no costs related to the County for use of the County Tax Roll.

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT ROLL 2023/2024 BUDGET**

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			Developed	Undeveloped
TOTAL O&M BUDGET		\$342,803.90	\$115,053.03	\$227,750.87
COLLECTION COSTS @	2%	\$7,293.70	\$2,447.94	\$0.00
EARLY PAYMENT DISCOUNT @	4%	\$14,587.40	\$4,895.87	\$0.00
TOTAL O&M ASSESSMENT		<u>\$364,685.00</u>	<u>\$122,396.84</u>	<u>\$227,750.87</u>

Developed Parcels

Parcel Folio Number	Product	Number	EAU	Total EAUs	Total Assessment
183341.0134	AFR	160.00	0.4	64.00	\$26,780.80
183341.0132	Retail Sq Ft	5,000.00	1,250	4.00	\$1,674.00
Total Ella Building				68.00	\$28,454.80
183341.0114	AFR	85.00	0.4	34.00	\$14,227.30
	MRKR	56.00	0.5	28.00	\$11,716.32
183341.0112	Retail Sq Ft	5,000.00	1,250	4.00	\$1,674.00
Total Trio Building				66.00	\$27,617.62
183341.0144	AFR	158.00	0.4	63.20	\$26,446.04
183341.0142	Retail Sq Ft	5,000.00	1,250	4.00	\$1,674.00
Total Reed Building				67.20	\$28,120.04
183341.0072	AFR	142.00	0.40	56.80	\$23,767.96
	MRKR	61.00	0.50	30.50	\$12,762.42
	Retail Sq Ft	5,000.00	1,250.00	4.00	\$1,674.00
Total Tempo Building				91.30	\$38,204.38
Grand Total				292.50	\$122,396.84

Parcel Folio Number	Lot	Size in Sq Ft	Number of Acres	% of Acreage	Total Assessment
183341.0078	Lot 5	43,124.40	0.99	8.3%	\$18,789.45
183341.0080	Lot 6	3,920.40	0.09	0.8%	\$1,708.13
183341.0084	Lot 8	84,942.00	1.95	16.3%	\$37,009.52
183341.0086		94,525.20	2.17	18.1%	\$41,184.95
183341.0088	Lot 10	84,070.80	1.93	16.1%	\$36,629.93
183341.0090		83,199.60	1.91	15.9%	\$36,250.35
183341.0092	Lot 12	57,934.80	1.33	11.1%	\$25,242.39
183341.0098		22,651.20	0.52	4.3%	\$9,869.20
183341.0100	TRACTS 1A,1B,1C,1D,1E	47,916.00	1.10	9.2%	\$20,877.16
183341.0124	TRACT A	435.60	0.01	0.1%	\$189.79
TOTALS		522,720.00	12.00	100.0%	\$227,750.87
Per Acre Annual Cost		18,979.24			

Total Assessments	\$350,147.71
--------------------------	---------------------

Non-Assessable School Site and Teco Parcels				
192856.0010	92,490.00	2.13	100.00%	\$0.00
	92,490.00	2.13	100.00%	\$0.00

NOTE: THE DISTRICT WILL BE DIRECT BILLING THE UNDEVELOPED PARCELS AND THEREFORE THERE WILL BE NO COLLECTION COSTS RELATED TO THE COUNTY FOR USE OF THE COUNTY TAX ROLL.

ENCORE COMMUNITY DEVELOPMENT DISTRICT

8

FISCAL YEAR 2023/2024 O&M ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$342,803.90
COLLECTION COSTS @	2.0%	\$7,293.70
EARLY PAYMENT DISCOUNT @	4.0%	\$14,587.40
TOTAL O&M ASSESSMENT		<u>\$364,685.00</u>

ALLOCATION OF O&M ASSESSMENT							ANNUAL O&M ASSESSMENT / UNIT ⁽¹⁾
<u>Land Use Category</u>	<u>Unit Count</u>	<u>Unit Type</u>	<u>EAU FACTOR</u>	<u>TOTAL EAU's</u>	<u>% TOTAL EAU's</u>	<u>TOTAL O&M BUDGET</u>	
Affordable MF Rental(AFR)	545	Residence	0.40	218.00	25.01%	\$91,220.42	\$167.38
Market Rate MF Rental(MRKR)	225	Residence	0.50	112.50	12.91%	\$47,074.76	\$209.22
Affordable MF Condo(AFC)	30	Residence	0.60	18.00	2.07%	\$7,531.96	\$251.07
Market Rate MF Condo(MRKC)	270	Residence	0.70	189.00	21.69%	\$79,085.59	\$292.91
Hotel	200	Room	0.70	140.00	16.06%	\$58,581.92	\$292.91
	<u>1,270</u>						
Museum	3,900	Sq Foot	2000.00	1.95	0.22%	\$815.96	\$0.21
Retail-Grocery	36,000	Sq Foot	1000.00	36.00	4.13%	\$15,063.92	\$0.42
Other Retail	45,100	Sq Foot	1250.00	36.08	4.14%	\$15,097.40	\$0.33
Office	180,000	Sq Foot	1500.00	120.00	13.77%	\$50,213.07	\$0.28
	<u>265,000</u>						
	<u>266,270</u>			<u>871.53</u>	<u>100.00%</u>	<u>\$364,685.00</u>	

LESS: Hillsborough County Collection Costs (2%) and Early Payment Discounts (4%):

(\$21,881.10)

Net Revenue to be Collected:

\$342,803.90

⁽¹⁾ Annual assessment that will appear on November 2023 Hillsborough County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Landscape Inspection Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Tab 8

RESOLUTION 2023-00

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2023/2024, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Encore Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Tampa, Hillsborough County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority or authorities a schedule of its regular meetings; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

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

1. The Fiscal Year 2023/2024 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 3rd DAY OF AUGUST 2023.

**ENCORE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT "A"
BOARD OF SUPERVISORS MEETING DATES
ENCORE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024

October 5, 2023
November 2, 2023
December 7, 2023
January 4, 2024
February 1, 2024
March 7, 2024
April 4, 2024
May 2, 2024
June 6, 2024
July __, 2024
August 1, 2024
September 5, 2024

All meetings will convene at 4:00 p.m., and will be held at the Ella at Encore, located at 1210 Ray Charles Blvd. Tampa, Florida 33602.

Tab 9

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, July 6, 2023, at 4:10p.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:

Christina Newsome	District Manager, Rizzetta & Company, Inc.
Jeff Watson	Representative; Trane
Sarah Sandy	District Counsel, Kutak Rock (via Phone)
Greg Woodcock	Representative; Cardno Engineering (via Phone)
David Ilonya	Representative; THA (via Phone)
Todd Guy	Representative; THA
Tim Bowersox	Representative; Yellowstone (via Phone)
Christina Van Halden	Representative; Yellowstone (via Phone)
Matthew Sauvron	Representative; Patel Group (via Phone)

Audience	Not Present
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FIRST ORDER OF BUSINESS

Call to Order

Ms. Newsome called the meeting to order at 4:00 p.m. and conducted roll call.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience comments.

THIRD ORDER OF BUSINESS

Staff Reports

A. Landscape Inspection Report

1. Presentation of Landscape Inspection Report

Ms. Newsome presented the Landscape Inspection Report to the Board. The Board discussed the Landscape Report.

2. Presentation of Yellowstone Landscape Inspection Report Responses

The Board reviewed and discussed the Yellowstone Landscape Inspection Report Responses.

3. Presentation of Yellowstone Audit

Christina Van Halden presented the Yellowstone Audit Report to the Board.

4. Consideration of Holly Tree Removal Proposal

The Board reviewed the Holly Tree Removal Proposal provided by Yellowstone Landscape.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning with all in favor, the Board of Supervisors of Encore CDD motioned to approved Yellowstone Proposal #31964, for the Encore Community Development District.

B. District Counsel

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

C. District Engineer

Greg Woodcock was present. He presented the Change Order #1 for the Lot 12 Piping Upgrade Project. The change comes at no cost to the District.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning with all in favor, the Board of Supervisors of Encore CDD approved the Change Order #1- Chiller Plant Pipe Extension Lot 12, for the Encore Community Development District.

D. Chiller System Manager

1. Presentation of Central Energy Plant Report- Trane

Jeff Watson was present via phone; he presented the Trane report to the Board. He informed the Board that the new Chiller expansion project should be completed by January/February 2024.

E. Tampa Housing Authority Update

David Ilonya was present via phone, and Todd Guy was present in person. There were no updates impacting the Board at this time.

F. District Manager

1. Review of District Manager Report

The next regularly scheduled meeting will be held on Thursday, August 3, 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 Ratification
of Fourqurean Well
Drilling Proposal**

Ms. Newsome presented the Fourqurean Well Drilling Proposal to the Board.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning with all in favor, the Board of Supervisors ratified the Fourqurean Well Drilling Proposal, for the Encore Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Addendum
to Proposal from Mandy's Electric**

The Board accepted the addendum to the proposal received from Mandy's Electric.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning with all in favor, the Board of Supervisors accepted the Addendum to the Proposal received from Mandy's Electric, for the Encore Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of
Well and Pump
Installation Agreement**

The Board reviewed the Well and Pump Installation Agreement.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Jackson with all in favor, the Board of Supervisors accepted the Well and Pump Installation Agreement, for the Encore Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Minutes of
the Board of Supervisors Regular
Meeting held on June 1, 2023**

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 June 1, 2023, for the Encore Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Operations
and Maintenance Expenditures
for May 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 May (\$53,597.28) 2023, for the Encore Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of
Chiller Operations
and Maintenance Expenditures
for May 2023**

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Walker with all in favor, the Board of Supervisors of Encore CDD ratified the Chiller Fund Operations & Maintenance Expenditures for May (\$108,073.19) 2023, for the Encore Community Development District.

TENTH ORDER OF BUSINESS

Supervisor Requests

There were no supervisor requests.

ELEVENTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Jackson, the Board unanimously approved to adjourn the meeting at 4:52p.m., for the Encore Community Development District.

Assistant Secretary

Chairman/Vice Chairman

Tab 10

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

Operation and Maintenance Expenditures June 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2023 through June 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$23,779.32**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Encore Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Advanced Drainage Solutions	100135	1051	Stormwater Management Q2 06/23	\$ 5,900.00
Billi J. Griffin	100124	BG060123	Board of Supervisors Meeting 06/01/23	\$ 200.00
Julia Jackson	100132	JJ060123	Board of Supervisors Meeting 06/01/23	\$ 200.00
Kutak Rock, LLP	100125	3225788	Boundary Amendment 04/23	\$ 448.00
Kutak Rock, LLP	100131	3225787	Legal Services 04/23	\$ 2,094.50
Kutak Rock, LLP	100134	3238074	Legal Services 05/23	\$ 931.00
Kutak Rock, LLP	100134	3238075	Boundary Amendment 05/23	\$ 645.00
Mae F. Walker	100126	MW060123	Board of Supervisors Meeting 06/01/23	\$ 200.00
Mandy Electric, Inc	100127	16985	Service Call 05/23	\$ 1,500.00
Phil Lentsch	100133	36692	4 Agenda Booklets 05/23	\$ 158.83
Rizzetta & Company, Inc.	100123	INV0000080655	District Management Fees 06/23	\$ 4,008.75
Springer Environmental Services, Inc.	100128	13004	Clean Up Sessions 05/23	\$ 472.16

Encore Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	20230628-1	TECO Summary	Utility Summary 04/23	\$ 1,234.37
Teresa Morning	100129	05/23 Autopay TM060123	Board of Supervisors Meeting 06/01/23	\$ 200.00
Times Publishing Company	100137	0000288508 05/24/23	Acct #124384 Legal Ad 05/23	\$ 367.50
Yellowstone Landscape	100136	TM 543050	Monthly Landscape Maintenance 06/23	\$ 4,869.57
Yellowstone Landscape	100136	TM 547391	Irrigation Repair 06/23	\$ 349.64
Report Total				<u>\$ 23,779.32</u>

Tab 11

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

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

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2023 through June 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$75,438.63**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Encore Community Development District Chiller Fund

Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
City of Tampa Utilities	20230629-1	2175375 06/23 Autopay	1237 E Harrison St 05/23	\$ 1,761.45
Frontier Florida, LLC	20230627-1	813-223-7101-092412-5	Telephone, Internet, Cable 06/23	\$ 332.19
Kutak Rock, LLP	100046	06/23 Autopay 3225787 Chiller	Legal Services 04/23	\$ 2,804.50
Kutak Rock, LLP	100049	3238074 Chiller	Legal Services 05/23	\$ 560.50
Mandy Electric, Inc	100048	17023	Remove & Replace Bulbs (20) 06/23	\$ 1,883.00
Rizzetta & Company, Inc.	100044	INV0000080655-Chiller	Accounting Services 06/23	\$ 892.67
Stantec Consulting Services, Inc.	100045	2086430	Engineering Services 05/23	\$ 9,226.28
Tampa Bay Trane	100047	313669515	Monthly Service Agreement 06/23	\$ 20,416.67
TECO	20230628-1	211006278348 05/23	1004 N Nebraska Ave 05/23	\$ 22,812.43
TECO	20230630-1	Autopay 211006277308 05/23 Auto Pay	1200 Nebraska Ave N 05/23	\$ 14,748.94
Report Total				<u>\$ 75,438.63</u>