



Rizzetta & Company

Encore Community Development District

Board of Supervisors' Meeting September 7, 2023

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

www.encorecdd.org

ENCORE COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

Board of Supervisors	Billi Johnson-Griffin Teresa Moring Julia Jackson Mae Walker	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Christina Newsome	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

August 31, 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, September 7, 2023, at 4:00 p.m.** at The Ella at Encore, located at 1210 Ray Charles Blvd. Tampa, Florida 33602. The following is the tentative agenda for the meeting:

BOARD OF SUPERVISORS MEETING:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A.** Landscape Inspection Report
 1. Presentation of Landscape Inspection Report Tab 1
 - B.** District Counsel
 1. Consideration of Work Authorization
for Lot 8 Connection USC
 2. Consideration of Lot 8 Access
and Easement Agreement USC
 - C.** District Engineer
 - D.** Chiller System Manager
 1. Presentation of Central Energy Plant Report- Trane Tab 2
 2. Consideration of Heat Exchanger Proposal Tab 3
 - E.** Tampa Housing Authority Update
 - F.** District Manager
 1. Review of Manager's Report Tab 4
- 4. BUSINESS ITEMS**
 - A.** Consideration of Fourth Addendum
for Professional District Services Tab 5
 - B.** Consideration of Springer Environmental Price Increase Tab 6
- 5. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of the Board of Supervisors'
Regular Meeting held on August 3, 2023 Tab 7
 - B.** Consideration of Operations and Maintenance
Expenditures for July 2023 Tab 8
 - C.** Consideration of Chiller Fund Operations
and Maintenance Expenditures for July 2023 Tab 9
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Sincerely,

Christina Newsome

Christina Newsome
District Manager

Tab 1

ENCORE

LANDSCAPE INSPECTION REPORT



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



Rizzetta & Company
Professionals in Community Management

Nebraska, Blanche Armwood, Ray Charles, Balance Armwood

UPDATES, SUMMARY, CURRENT EVENTS:

- A meeting was held with Fourquaren Well Drilling, Yellowstone and Rizzetta & Co., Inc. and the new pump & well is up and running and in sync with the controller. However, more work needs to be done to bring the cistern back into the supply line as it used to be if that is the wish of the Developer and/or BOS. Bringing the cistern back into play will require a technician to sit at the control box and re-program, re-wire experimentally until it is correct. This amount of time is unknown which may result in a “Time & Materials” proposal.

1. Will Yellowstone be able to include this “existing” Sabal Palm in one of the raised tree planters along Nebraska in their next palm trimming event? It needs to be trimmed. (Pic 1)



4. Yellowstone to diagnose the condition of this turf on the SW corner of the Ray Charles promenade between Blanche Armwood and Nebraska. Provide an update and treatment program. (Pic 4)



2. The sidewalk and curb and gutter on the east side of Blanche Armwood between Harrison & Ray Charles needs to have mulch cleared away.

5. Has Yellowstone diagnosed any insects or fungus on the turf on the NE corner of the Reed promenade? Provide update. (Pic 5>)

3. I need Yellowstone to provide an explanation why they allowed us to install an Oak tree south of Ray Charles on the east side of Blanche Armwood a few months ago knowing we had no working irrigation lines on that side of the street between Ray Charles and Harrison since the Legacy came online well over a year ago! (Pic 3>)



Roundabout, Turf Issues

6. Has Yellowstone looked at this turf on the east side of the roundabout? Is this chinch bug activity? Diagnose and treat accordingly. (Pic 6)



9. As an update, the GC for the Legacy has never replaced the Oak on the SW side of the building. (Pic 9>)



7. Yellowstone needs to provide a turf improvement program detailing what their plan is to either improve or replace many areas of failed turf on the Ray Charles promenades. These issues have been on reports for two or more years and the cause keeps changing as do what is reportedly being applied ... yet there is still no improvement. I need to know the plan and timeframe as to when we will see improvement. (Pics 7a, b & c >)



8. On the south side of the Reed promenade, there is an Oak with 2-3 Flax Lily. Please remove these.



The Legacy, Governor, Central at Ray Charles, Church



10. Lift the trees on both sides of Governor between Ray Charles and Scott Street.
(Pic 10)



11. We're still having an issue with Torpedograss and what is probably herbicide spray collateral damage in the Liriope bed east of the church.
(Pic 11>)

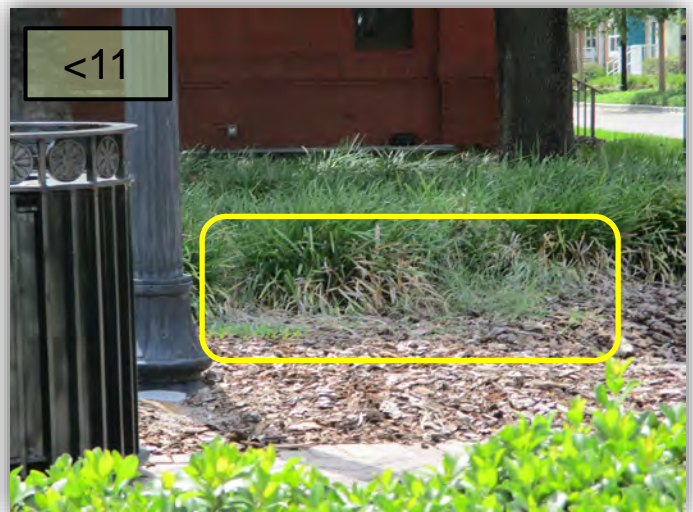
12. Although better than what it was, I have asked Yellowstone to return to the last Oak northbound before getting to Ray Charles on the east side of Central and remove the entire lower limb overhanging the travel lane.
(Pic 12>)

13. The dead Oak west of the church has been removed and Yellowstone may have the new tree installed as early as the end of August.

14. Approaching Scott Street from the south via Central, lift a couple more trees that are partially blocking a RIGHT TURN ONLY sign as well as the STOP sign at Scott Street.

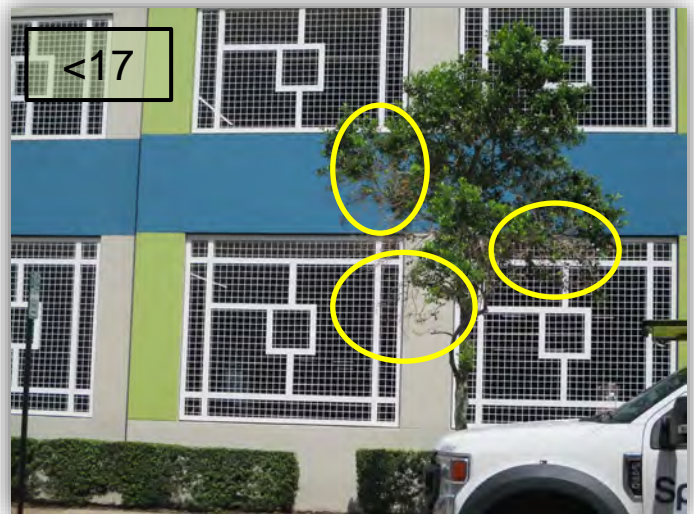
15. Turning east on Scott Street from Central, a TWO-WAY TRAFFIC sign is being blocked by a tree on the north side of the Tempo.
(Pic 15>)

16. Lift the Crape Myrtles over the sidewalk on the north side of the Ella.



Reed, Hank Ballard, Chiller Park

17. The northern-most East Palatka Holly on the west side of the Reed (on Hank Ballard) is beginning to thin like the other two to the south. I'd like Yellowstone to apply or root drench a preventative fungicide. (Pic 17>)



18. Should there be a concern with these dieback areas in the Holly hedge on the north side of the Chiller Park ramp to the drain field? We have cut back the irrigation in this park significantly. (Pic 18>)



19. The space between the hedges on either side of the ramp and the ramp itself still contain weeds that need to be removed. (Pic 19)



20. Not sure who maintains this perimeter wall south of the Chiller Park, but there are vines climbing over it. (Pic 20>)



Proposals

1. Yellowstone to provide a proposal to completely remove the Arboricola from the circular planters (2 in front of the Reed and 2 in front of the Ella) on the promenades and replace with 3 Gal., FULL Mammy Crotons in a zigzag, diagonal spacing pattern, 24" on center at the outer perimeter of each circular planter. (A total of four planters) Additionally, at the west end of the Reed promenade and at the eastern end of the Ella promenade, install a double, zigzag patterned row of 3 Gal. FULL Mammy Crotons, 24" centers underneath each of four palms – two (2) at each end. Pictured below is the Reed promenade – do the same installation on the Ella promenade. Ensure sufficient irrigation is in place. If not add to proposal. (Pic 1)



Tab 2

ENCORE

IS Energy Management Report

July 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@thafi.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

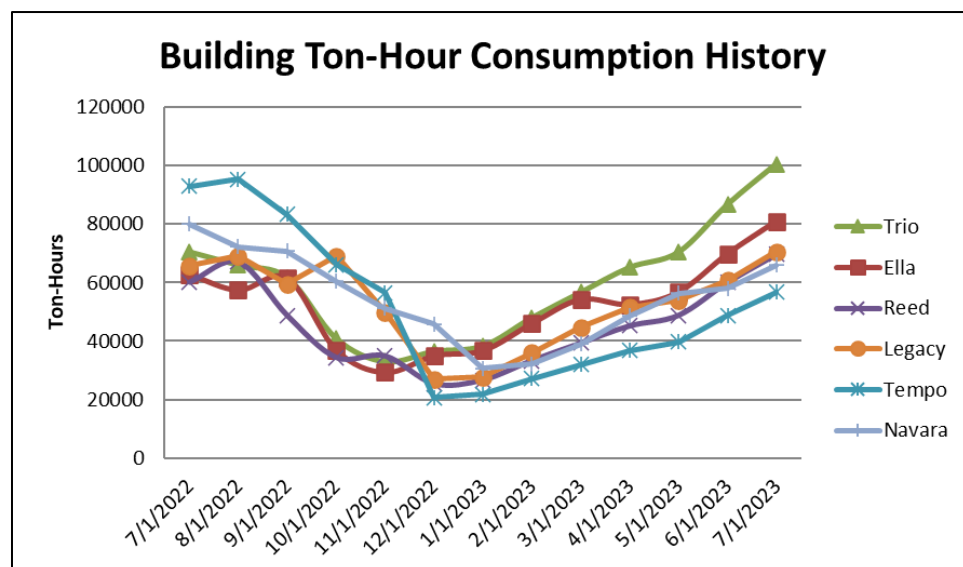
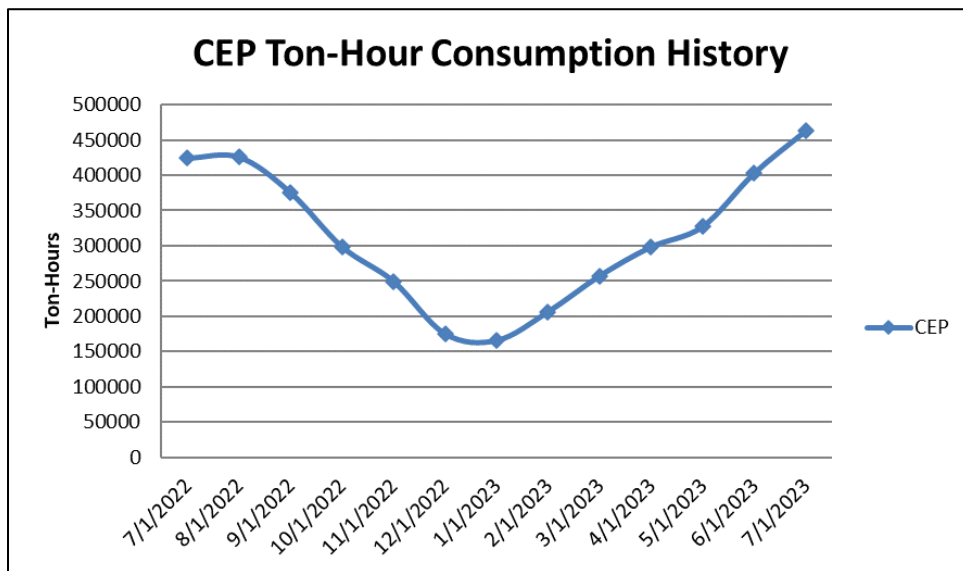
SECTION 8: Project Management Activities



SECTION 1: System Ton-Hour Usage

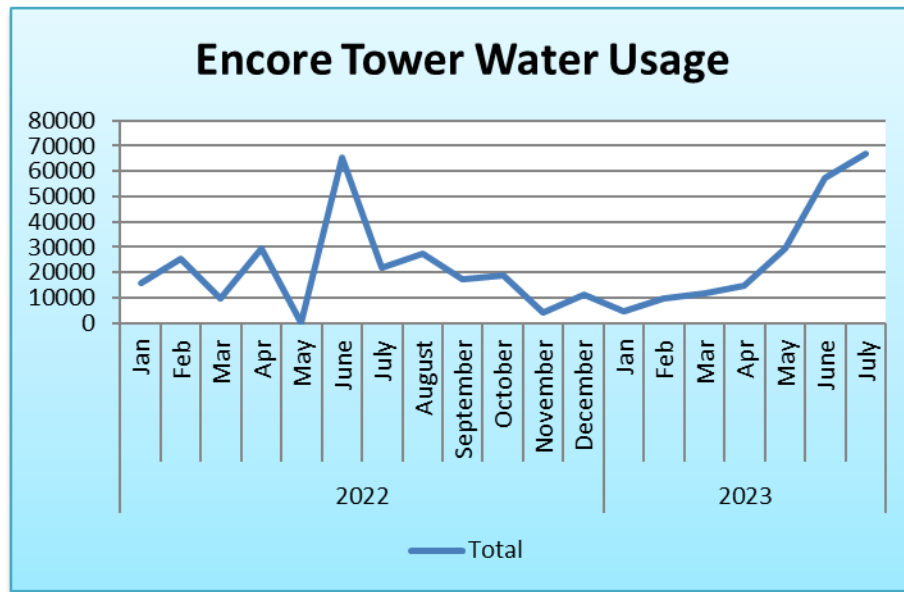
- CEP total kWh consumption increased 19%, and the total cooling degree days increased 22% from the previous month.
- The performance metrics below indicate a CEP efficiency of .71 kW/ton.
- CEP Ton-Hour consumption increased 15% from the previous month.

June Ton-Hour Consumption		CEP Metrics		July Ton-Hour Consumption		CEP Metrics	
CEP	402,688	kWh	275,418	CEP	462,679	kWh	326,753
Trio	86,635			Trio	100,497		
Ella	69,772	Total Tons	1,610,752	Ella	80,936	Total Tons	1,850,718
Reed	60,060			Reed	69,670		
Legacy	60,869	Ton-Hours	402,688	Legacy	70,617	Ton-Hours	462,679
Tempo	48,862			Tempo	56,680		
Navara	66,006	kW per Ton	0.68	Navara	74,026	kW per Ton	0.71



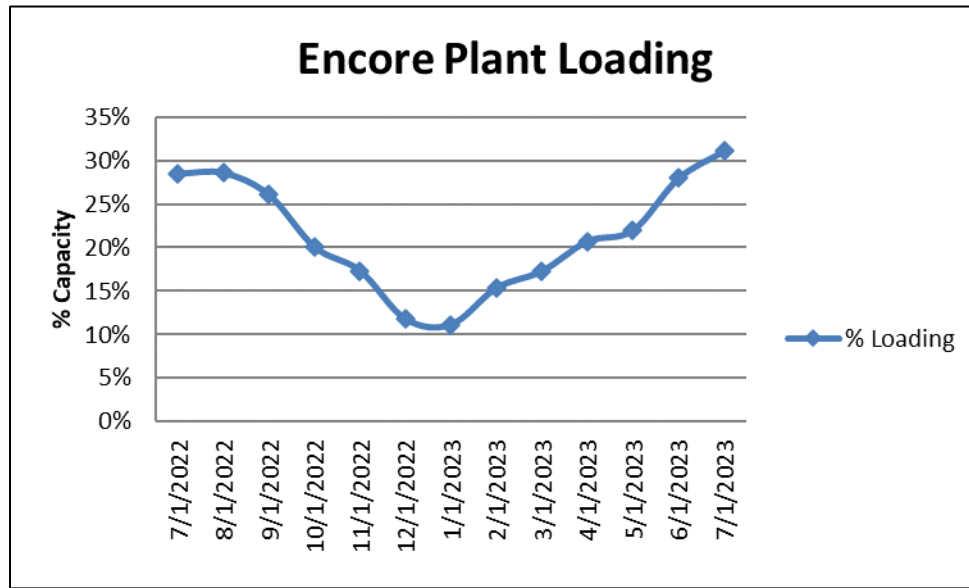
SECTION 2: Performance Trends and Water Analysis

	This Period	Last Period	Year-to-date	Comments
Plant Efficiency (kW/ton)	.71	.68	Avg: .52	This period was lower efficiency.
Days Failed to Make Ice	31	30	212	Chiller #1 temporarily converted to chilled water.
Minimum Ice Level	-5.7%	-1.6%	-1.4%	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	66,924	57,138	194,4342	See graph of water usage below
Domestic Water	234	113	493	
Average CHW Supply Temperature	40.2	40.2	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	66924
August	
September	
October	
November	
December	
Total	194342



- Current month Plant Loading of 31% 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
Jul	44.3	40.0	4.3	3,554	1,850,718	462,679	326,753	0.71	640



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 CHW Supply Pressure	Average CHW Return Pressure	Average Mixing Valve Signal	Average Mixing Valve Feedback
2023	48.6	39.7	8.9	214	8.9	1,583,927	223.9	58.7	42.0	42.1
Jan	47.7	40.0	7.7	124	8.0	120,539	223.9	58.7	29.7	30.0
Feb	47.9	39.9	8.0	179	8.0	159,693	0.0	0.0	44.4	44.5
Mar	47.6	39.6	8.0	198	8.0	196,500	0.0	0.0	41.8	41.9
Apr	46.6	38.4	8.2	252	8.0	249,715	0.0	0.0	47.5	47.3
May	48.0	40.0	8.0	251	8.0	248,902	0.0	0.0	47.4	47.5
Jun	48.1	40.1	8.0	294	8.0	282,492	0.0	0.0	52.8	52.8
Jul	54.0	39.9	14.0	198	14.0	326,085	223.9	58.7	31.1	31.2

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 CHW Supply Pressure	Average CHW Return Pressure	Average Mixing Valve Signal	Average Mixing Valve Feedback
2023	49.7	43.5	6.2	292	42	1,547,931	2.3	66.9	63.2	95.5	95.1
Jan	48.4	43.1	5.4	189	42	129,372	2.3	0.0	0.0	97.9	97.5
Feb	48.8	42.8	6.0	230	42	156,514	2.3	0.0	0.0	97.6	97.2
Mar	48.7	42.6	6.1	250	42	194,200	2.3	0.0	0.0	95.8	95.2
Apr	48.6	40.5	8.1	280	42	274,697	2.3	0.0	0.0	80.8	79.9
May	49.1	43.1	6.0	311	42	232,070	2.3	0.0	0.0	97.9	98.3
Jun	49.2	43.0	6.2	353	42	264,776	2.3	0.0	0.0	98.6	98.1
Jul	54.7	49.1	5.6	428	42	296,303	2.3	66.9	63.2	99.8	99.3

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 CHW Supply Pressure	Average CHW Return Pressure	Average Mixing Valve Signal	Average Mixing Valve Feedback
2023	54.4	39.9	14.5	112	10.5	1,391,718	59.0	54.3	84.7	36.4
Jan	50.2	40.2	9.9	87	10.0	110,809	59.0	54.3	47.0	26.3
Feb	55.1	40.1	14.9	85	10.0	145,610	0.0	0.0	89.2	26.0
Mar	54.1	39.8	14.3	101	10.0	179,341	0.0	0.0	81.6	30.7
Apr	54.0	38.7	15.5	115	10.0	212,406	0.0	0.0	96.6	34.9
May	55.6	40.2	15.3	114	10.0	216,437	0.0	0.0	99.2	34.4
Jun	57.2	40.2	17.0	121	10.0	244,176	0.0	0.0	99.9	40.5
Jul	54.6	40.1	14.5	158	13.3	282,939	59.0	54.3	80.3	61.3

Legacy Bldg Side HX	Average Return Temp	Average Supply Temp	Average Delta T	Average Flow (GPM)	Total Tons	Average CHW Supply Pressure	Average CHW Return Pressure	Average Bldg Dp	Average Bldg Dp Setpoint	Average CHWP-1 VFD Feedback	Average CHWP-2 VFD Feedback
2023	54.5	45.7	8.8	109	828,206	89.0	90.6	1.7	5.0	60.4	59.5
Jan	50.5	42.8	7.7	83	82,864	--	--	--	5.0	45.5	39.5
Feb	55.2	46.2	9.0	82	82,289	--	--	--	5.0	50.0	50.0
Mar	54.2	45.5	8.7	97	105,594	--	--	--	5.0	54.2	54.2
Apr	54.0	45.0	8.9	115	123,796	--	--	--	5.0	65.1	65.1
May	55.7	46.8	9.0	110	122,877	--	--	--	5.0	62.0	62.0
Jun	57.2	48.2	9.0	117	126,732	--	--	--	5.0	69.2	69.2
Jul	55.0	45.6	9.5	154	184,053	89.0	90.6	1.7	5.0	76.3	76.3

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	Average Mixing Valve Signal
2023	47.8	25.8	22.0	216	962,836	34	29.7
Jan	49.8	-54.9	104.8	0	0	0	0.0
Feb	50.3	39.5	10.8	0	0	0	0.0
Mar	46.4	39.7	6.7	156	130,994	39	21.8
Apr	46.1	38.5	7.6	173	159,278	39	25.4
May	47.2	40.1	7.1	206	181,443	39	31.0
Jun	47.9	40.1	7.8	243	227,284	39	39.0
Jul	47.2	40.1	7.1	301	263,837	14	31.7

Ella Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average Delta T	Average CHW Return Flow	Bldg Total Tons	Average CHW Setpoint	Average Mixing Valve Signal
2023	53.9	41.7	12.2	193	2,032,795	42	94.2
Jan	52.5	41.6	10.9	120	165,697	42	94.6
Feb	53.2	41.6	11.5	144	189,228	42	93.8
Mar	53.3	41.6	11.7	175	258,711	42	94.0
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
Jul	55.3	42.0	13.3	261	427,452	42	95.2

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	52.1	39.6	12.5	167.2	1,464,494	33	76.2
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
Jul	55.7	39.9	15.8	171.7	324,004	10	86.7

Reed Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average Delta T	Average CHW Return Flow	Average CHW Setpoint	Total Bldg Tons	Average CHW Diff Pressure
2023	55.2	43.3	11.9	153	44	1,542,214	19.2
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
Jul	58.9	45.9	13.0	207	44	329,954	14.8

Plant Delta T setpoint was changed from 10 to 14 late in July causing the average for the month to be 10.

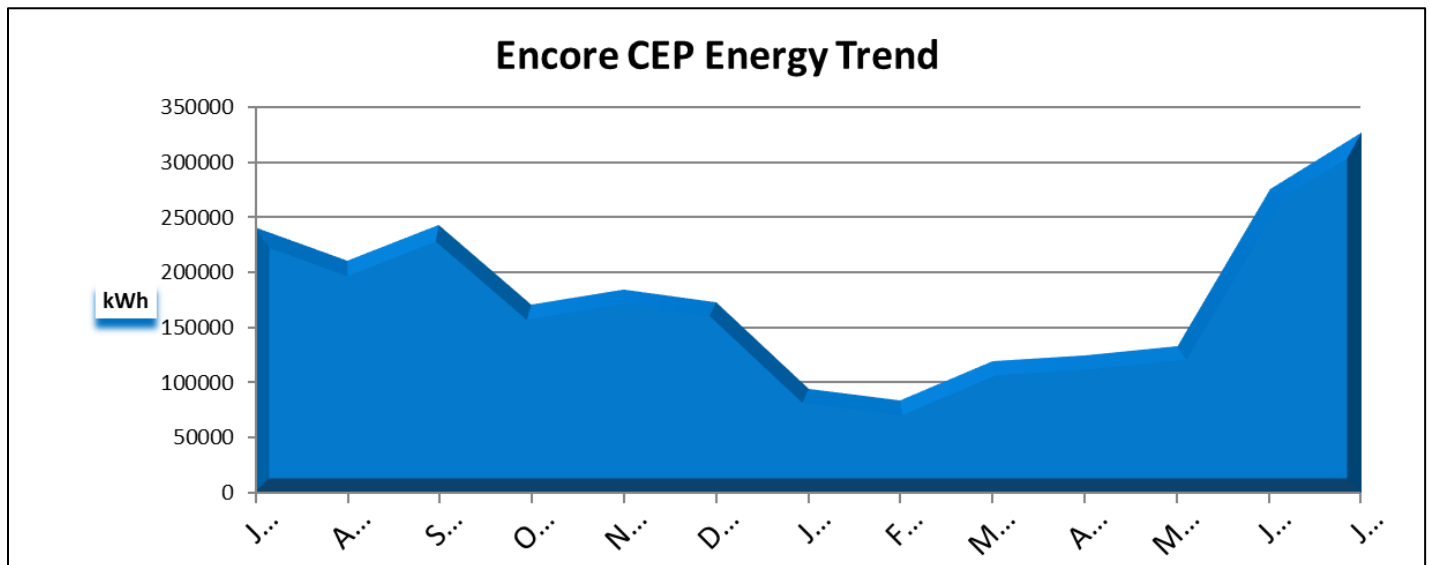
Trio – Plant and Building Side Heat Exchanger Information

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	52.1	39.9	12.2	14	2.8	-25,091	92.8	84.2
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	14	76.0	99,355	100.0	0.0
Apr	51.6	38.7	12.9	14	75.2	115,649	100.0	92.1
May	54.1	40.3	13.8	14	68.5	116,715	100.0	92.1
Jun	56.2	40.3	15.8	14	-2.7	-4,743	100.0	92.0
Jul	54.1	40.2	13.9	12	-200.8	-352,067	64.5	61.1

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	60.4	50.8	9.7	1,672	12,861,879	15	15.0	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
Jul	61.6	50.8	11.0	255	349,902	9.3	10.1	0.0

Plant Delta T setpoint was found to be set at 12 and was changed to 14 on 8/14/23.

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	326,753	\$44,111.49	5,754	-\$7,105.17
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	1,157,676	\$145,783.81	373,568	\$23,262.11
				Totals	1,806,310	\$288,253.09

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

Chiller 1 8/14/23	Tech: Ron Speicher, ordered parts for thrust bearing replacement.
Cooling Tower 1 8/11/23	Tech: Ron Speicher, drove to site. Found CT1 tripped on amperage. Checked VFD and motor. Reset fault and checked operation of fan. Left fan running, limited to 55hz. 8-11-23, returned and checked operation, ok. Found chiller 1 has a thrust bearing that is going bad. I will open a separate call the repair the thrust bearing.
Chiller 1 7/20 thru 7/26/23	Tech: Ron Speicher, isolated the evaporator and drained water. Tagged out isolation valances. Contractor removed the refrigerant from the chiller. 7-21-23, Leak checked chiller and found purge isolation valves leaking. Replaced valves and leak checked. Picked up vacuum pump from Trane Warehouse and took to the site. 7-24-23, put chiller on vacuum pump, monitored evacuation and changed oil on pump. Left pump running over night. 7-25-23, Checked evacuation level of chiller, 325 microns and monitored for rise. Charged the chiller with the recovered refrigerant and let oil heat up. Ran chiller and checked operation. Put purge in 72-hour bypass. 7-26-23, Returned to site and checked purge time, ok. Checked operation of chiller, ok. Found Chilled water pump 3 would not run in auto, found controls not turning on pump. Had controls look into why pump would not run.
Reed HX 7/19 & 7/20/23	Tech: Javier Suris, 7/19/2023, checked the operation of the plant. Verified control valves operation, pressure transmitters and temp sensors. Checked TGP's and settings. Set DT default to 14dg DP max to 18 psi and controlling off DT. Supply Wtr Temp decreasing. 46 dg and dropping. AHUs have some temp sensors that need to be checked. Bldg UC600 pressure txmtr for plant leaving is bad. 7/2023-JS: Checked in with Luis. Fixed issues with connecting and logging into Trane Connect. Calibrated Bldg controller Sec supply water temp sensor. Released override to the DP and increased Bldg DT setpoint to 16dg from 12dg
System Piping 7/14/23	Tech: Ron Speicher, closed isolation valves on the circle to keep water from flowing around Lot 8. Verified isolation valves from the plant to Legacy. Monitored flow to Legacy and the loop. Lowered DP to 18, was at 22. Chiller currently has a 25# dp. Flow has increased to Legacy. The heat exchanger at Trio is not operating properly, I highly recommend repair/replacement of the heat exchanger. I also recommend a T&B be done on the entire system to balance the water flow correctly to use the system more efficiently. 7-18-23. Returned to the site and Opened isolation valves on the circle that were previously closed per Jeff Watson. The Heat exchanger at Reed appears to be malfunctioning, recommend repair/replace.
CHWP-3 7/11/23	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. 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. Checked with Ron. Went or supply store to get material to add tabs to the plant pressure differential transmitter to get pressure readings. Plant DP sensor reads properly.
Trio 7/8/23	Tech: Javier Suris, remote connect to then site and worked on the PD setpoint and flow. Worked on Legacy and Trio flow related issues. 7-10-23 Worked with Jack on Encore CEP TGP2 programs 1. Reviewed CHWP TGP2 program sequence found current programming doesn't have lead/lag as a sequence. Lead/Lag control programming is needed to properly control loop DP. 2. Fixed CHWP & CWP rotation schedule which was contradicting the TGP2 program with various Members assigned. 3. Found CHWP & CWP pump fail TGP2 sequencing starting second pump on 2nd rotation. 4. Pump 1 failed at the beginning of the day with a motor short. Trouble shot and repaired by Ron. 5. I had to respond to an emergency service call. 6. Lead CHWP overridden to 1 and CHWP 3 overridden On for 2 pump operation requested by Jeff Watson. Further TGP2 programming needed to provide Lead Lag control and Pump failure sequence. Had to go to an emergency call.
Trio 7/7/23	Tech: Javier Suris, verified sensors. Replaced Bldg Side HX Hot Side Ent Temp Sensor & Bldg Side CHW Supply Temp Sensor. Used inventory from CEP.
Trio 7/6/23	Tech: Jack Hatfield, 7-06-23 Assisted Javier with Trio building heat exchanger TGP2 programming changes. 7-10-23 Assisted Javier with Encore CEP TGP2 programs 1. Reviewed CHWP TGP2 program sequence found current programming doesn't have lead/lag as a sequence. Lead/Lag control programming is needed to properly control loop DP. 2. Fixed CHWP & CWP rotation schedule which was contradicting the TGP2 program with various Members assigned. 3. Found CHWP & CWP pump fail TGP2 sequencing starting second pump on 2nd rotation. 4. Pump 1 failed at the beginning of the day with a motor short. Trouble shot and repaired by Ron. 5. Javier had to respond to an emergency service call. 6. Lead CHWP overridden to 1 and CHWP 3 overridden On for 2 pump operation requested by Jeff Watson. Further TGP2 programming needed to provide Lead Lag control and Pump failure sequence.

Chiller 1 7/6/23	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.
Chiller 2 7/6/23	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.
Chiller 2 6/21 & 6/22/23	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. TS requested to send the sensor for troubleshooting. Pulled out sensors and delivered it to the manufacturer CASE# CAS-19662-2306.
Trio 6/21 & 6/22/23	Tech: Javier Suris, Trio plant side flow meter reading 0gpm. Troubleshoot the sensor. Needs calibration. Pulled out the sensor. Delivered sensor to the factory for calibration and service. Case# CAS-19647-2306.
Chiller 1 6/13/23	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. 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.
Chiller 1 6/12/23	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. 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.
Chiller 2 6/6/23	Tech: Javier Suris, OLD CALL NUMBER: 23-9549028 F-3500-11-D4-111, 001119515, Onicon, FM-T CH-2 Flow Meter. 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. 4/6/2023-JS: Dropped off the meter at Onicon. Picked up glue for the insulation repair later. 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). 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.
Chiller 1 6/1/23	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.



Chiller #1 Chilled & Condenser Water Performance

Trane Model # CVHF108, Serial # L11H03092

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
Jul	43.1	40.1	3.1	80.4	87.2	6.7	67.6	153

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
Jul	3.3	92.1	4.9	-9.2	37.8	2.3	23.6	118.4	153

Chiller #2 Chilled & Condenser Water Performance

Trane Model # CVHF108, Serial # L15C01634

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
Jul	45.0	40.1	5.0	80.5	89.2	8.6	75.4	587

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
Jul	3.5	94.1	4.9	-9.1	38.1	1.9	20.6	126.5	587

Water Treatment Information



Service Report

Monthly Water Treatment Service Report

Wednesday, August 2, 2023 1:26 PM EDT





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

Report Number: 558532

Recorded By: Juan Valenzuela
jvalenzuela@chemtexcorp.com

On-Site Time: 9:30 AM EDT to 10:30 AM EDT


Chiller Plant - Condenser Water

Test	Softeners	Condenser Water		
Hardness, total (ppm as CaCO ₃)	150 5 max	130 150 max		
Hardness, calcium (ppm as CaCO ₃)	110 5 max	90 100 max		
Alkalinity, M (ppm as CaCO ₃)	120 20 - 400	900 800 max		
Conductivity (as µmhos)	1042 Record	2533 1000 - 5500		
Controller Conductivity Reading		2461 Record		
On-Trac, ppb	0 Record	61 80 min		
On-Trac Controller Reading		49 Record		
pH	7.7 6 - 8.5	8.5 Record		
Temperature (°F)		95 60 - 100		
 LSI (Calculated)		1.6 2.2 max		
ATP, Free (RLU)		40 Record		
ATP, Total (RLU)		116 Record		
 ATP, Viable (RLU)		76.0 200 max		
Chlorine, free (ppm as Cl ₂)		0.2 0.1 - 0.5		
 Average Daily Blowdown, gal (from ft ³)		13565.5 Record		
Days since last input		30 31 max		
 Conductivity Cycles (Calculated)		2.4 4 - 10		
Blowdown, Current, ft ³		407023 Record		
Blowdown, Previous, ft ³		352616 Record		

Opening Comment

Two new tower cells were already in place on the platform, not running yet.

Softeners

Online 

Softener salt tank was empty, hardness is not being taken care by this system (please pictures attached). I decided to keep running only 2.4 cycles of concentration due to the high level of hardness found in this system.



Service Report

Monthly Water Treatment Service Report
Wednesday, August 2, 2023 1:26 PM EDT

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

Report Number: 558532

Recorded By: Juan Valenzuela
jvalenzuela@chemtexcorp.com

On-Site Time: 9:30 AM EDT to 10:30 AM EDT

Chiller Plant - Condenser Water





Service Report

Monthly Water Treatment Service Report

Wednesday, August 2, 2023 1:26 PM EDT

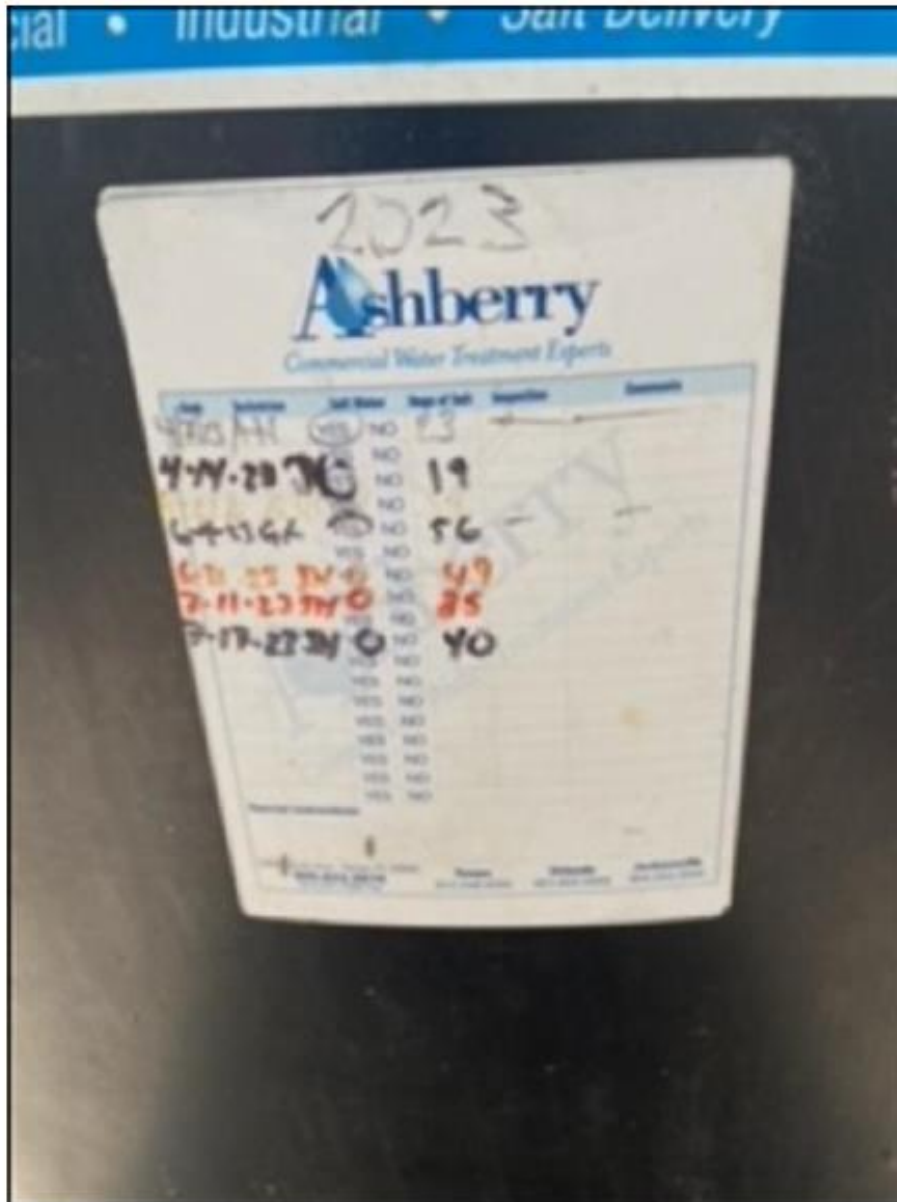
Encore Chiller Plant
Encore Chiller Plant
1202 N. Governor St
Tampa FL 33602
(813) 877-8251

Report Number: 558532

Recorded By: Juan Valenzuela
jvalenzuela@chemtexcorp.com

On-Site Time: 9:30 AM EDT to 10:30 AM EDT

Chiller Plant - Condenser Water



SECTION 7: Lot Management Activities

SECTION 8: Project Management Activities

Tab 3



Encore Community Development District Thermal Energy System (TES) Heat Exchanger Replacement



Proposal ID 7298884

Prepared by:
Jeffrey Watson
West Florida Trane
8/22/23



Project Overview

The Encore Central Energy Plant (CEP) produces chilled water and distributes it through an underground piping system feeding each of the community's thirteen Lots. The chilled water creates a hot sink that pulls heat energy (measured in BTU) from the buildings. The air in the building has a lot of BTUs which makes it hot. Removing the BTUs cools the air. To achieve this, the air is blown across coils in the air handling units that pull the BTUs out of the air, into the chilled water, then back to the plant to be dissipated into the back into the air.

The production of the chilled water at the CEP comes from two sources. Chillers are the primary source, are very effective, but are costly to operate. The secondary source is a Thermal Energy System (TES) consisting of a ice tanks, a chiller, pumps, and a heat exchanger.

The TES behaves like an air-conditioning battery. The chiller charges (produces ice) the tanks in off-peak hours when electricity costs less. The ice is melted, and its cold energy is mixed into the community's chilled water loop, during peak hours. This helps to reduce the electrical energy the chiller needs to maintain the setpoint.

The TES is integral in the following area:

- **Electrical Load Management** - helping shed load to minimize electrical consumption during peak hours that carry higher rates. Ice is made at night when electrical rates are lower. The ice is then melted during the day to supplement the work of the chillers, reducing the energy needed by the chiller to chill the water. The electrical load needed to create the cold (ice) is shed from peak hours to off-peak. The ice is created during non-peak hours but used during peak hours to reduce how much the chiller must work to maintain the temperature resulting in significant cost savings.
- **Chiller Staging Optimization** – helps to assure that the most efficient chiller combination is utilized at any given time by enhancing the loading and unloading of the main chillers, making it a major factor is determining which combination of the three chillers (CH-1, CH-2 and CH-3) should be in operation to handle the chilled water demand at any time.
- **Overlap System Load Profile** - used to overlap the total system load profile sequences of chiller operation so that no unnecessary startup of a chiller is done. The TES handles part of the load, eliminating the need for additional chiller activation
- **Demand Response** - satisfy the requirements of a Demand Response Program that the Encore CEP utilizes as a revenue generator. The program provides regular payments to organizations that can remove electrical load from the grid. This allows the power company to manage the capacity on their grid, and they reimburse handsomely for this. Participation in the program provides instant, dispatchable capacity to the grid when called on. The CEP will respond to the demand by switching 100% to the TES and shut down the chiller to completely remove it from the grid.

The CEP has not made ice in two years. The existing heat exchanger has failed beyond repair. Several attempts to repair the unit have been performed without success. Additionally, the original design has been abandoned by the manufacturer because it was flawed. The heat exchanger has an obsolete design and is non-repairable. It has been condemned and must be replaced.

Professional engineering services were employed to determine whether to replace it with one or two new heat exchangers. A comprehensive analysis was performed factoring in cost, redundancy, reliability, and prevention of future downtime. The analysis determined the new system will be designed with two heat exchangers to operate in parallel with the ability to operate each independently for ice production.

**TRANE®**TRANE
TECHNOLOGIES

Project Scope, Pricing, and Acceptance Block

The following document is Trane's comprehensive turnkey proposal to upgrade the heat exchanger serving the TES at the Encore Central Energy Plant (CEP). This designed solution will be engineered, documented with a permit set of construction plans and specifications, and stamped. An updated As-Built drawing will be issued at the end of the project. The execution of the project will be professionally managed and executed by the installation team currently contracted to complete the Encore Phase 3 CEP expansion project.

- Provide engineering analysis, cost-of-ownership evaluation, and design recommendation
- Provide design and construction drawings for permit and construction
- Isolate existing heat exchanger and disconnect piping
- Remove and dispose of the heat exchanger and piping
- Provide all rigging and crane service necessary for demolition and removal
- Furnish and install two (2) new Alfa Laval plate and frame heat exchangers
- Connect existing SCH 40 black iron to the heat exchangers per design drawings
- Pressure and leak test newly installed system
- Provide new insulation on affected piping to match existing
- Fill both side of the heat exchangers
- Provide and install controls and instrumentation per design drawings
- Implement the designed controls sequence of operations
- Revise user interface graphics for the added heat exchanger
- Commission the TES in accord ASHRAE Standard 150
- Implement the TES back into the daily operations of the chiller plant

Total Net Price.....\$ 784,846.00

Submitted for: Don Haggerty	Submitted by: Jeff Watson
Job: Encore CDD – CEP HX replacement Encore CDD ACCEPTANCE	Proposal Date: August 22, 2023 TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order #	Signature Date
Acceptance Date:	License Number: service - CAC023485 and contracting - CMC1249843

Equipment



The Alfa Laval AlfaQ™ heat exchangers were selected because of the thermal performance and flexible configuration it provides. Equally important, they also offer a global service network that includes cleaning and repair service, spare parts warehouses, technical documentation, and trouble shooting.

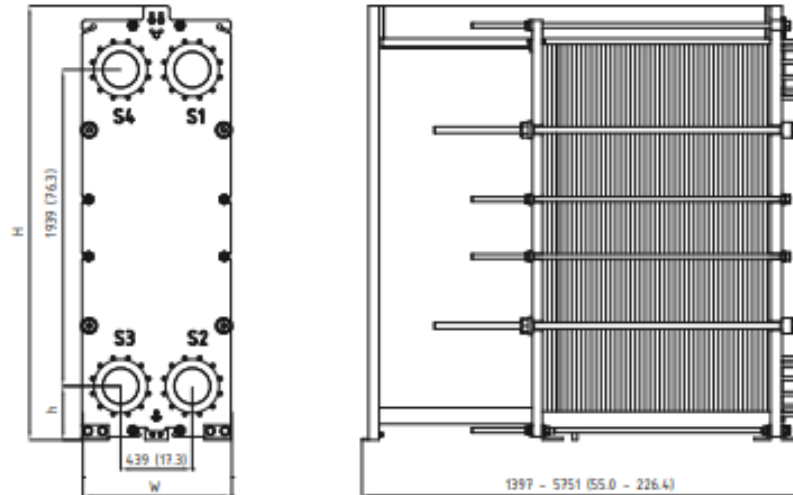
The design and manufacturing process ensures optimal performance, maximum uptime, and easy maintenance. Features include:

- AHRI Certified®
- Five-point alignment
- T-bar roller
- CurveFlow™ distribution area
- PowerArc™ plate pattern divider
- ClipGrip™ gasket attachment
- Offset gasket groove
- Leak chamber
- FlexFlow™ plate design
- Bearing boxes
- Fixed bolt head
- Keyhole bolt opening
- Lifting lug
- Lining
- Lock washer
- Tightening bolt cover

Heat Exchangers Physical Size

Dimensional drawing

Measurements mm (inches)



Frame	H	W	h
FM pvcALS, PED, Marine ¹	2661 (104.8")	913 (35.9")	331 (13.0")
FG pvcALS, ASME, PED	2661 (104.8")	913 (35.9")	331 (13.0")
FD pvcALS, PED	2711 (106.7")	913 (35.9")	331 (13.0")
FD ASME	2711 (106.7")	942 (37.1")	331 (13.0")
FS pvcALS	2711 (106.7")	913 (35.9")	331 (13.0")
FS ASME	2711 (106.7")	942 (37.1")	331 (13.0")

¹ Marine includes the PV-codes: ABS, BV, CCS, ClassNK, DNV, KR, LR, RINA, and RMRS.

The number of tightening bolts may vary depending on pressure rating.

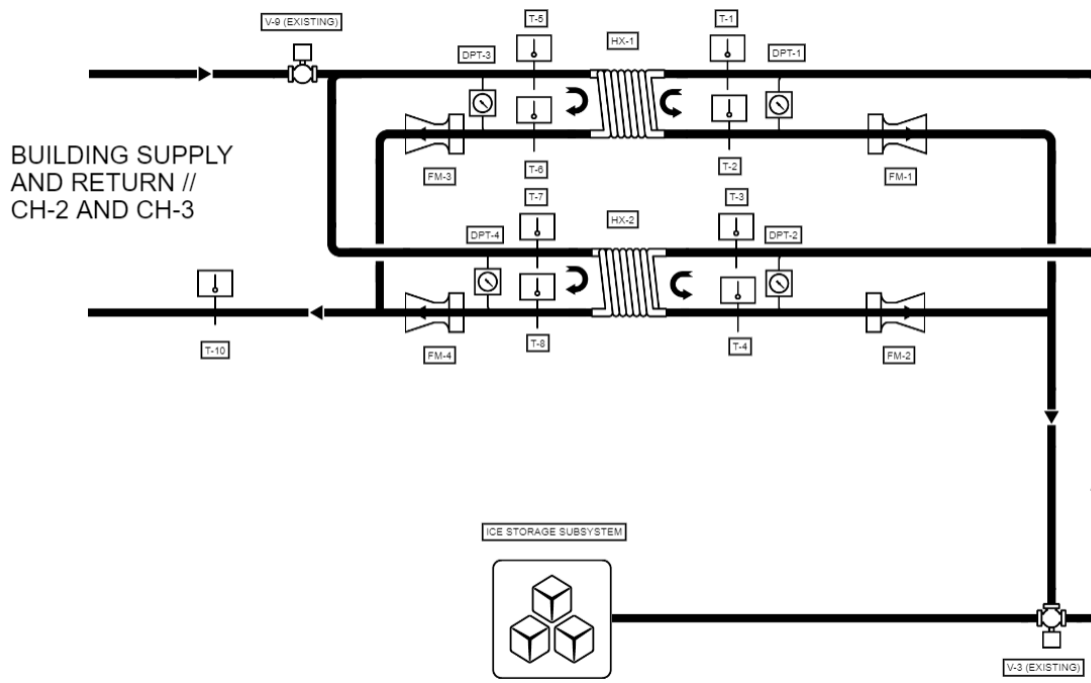
Technical data

Plates	Type	Free channel, mm (inches)
B	Single plate	2.00 (0.079)
P	Single plate	2.90 (0.114)
M	Single plate	3.82 (0.15)

Materials

Heat transfer plates	304/304L, 316/316L, 254, C-276 Ti
Field gaskets	NBR, EPDM, FKM, HNBR
Flange connections	Metal lined: stainless steel, Alloy 254, Alloy C-276, titanium Rubber lined: NBR, EPDM
Frame and pressure plate	Carbon steel, epoxy painted

Control System Design



Scope of Work

- Provide and install the following control points per HX:
 - Four (4) immersion temperature sensors and thermal wells
 - Two (2) differential pressure sensors
 - Two (2) Onicon In-line, 8" electromagnetic flow meter with advanced transmitter
- Provide and install one (1) immersion temperature sensor and thermal well in chilled water side common piping leaving the heat exchangers
- Land the new control points at associated CEP controller
- Engineer the control sequence of operations
- Revise user interface graphics for the added heat exchanger

Commissioning

All operations of the interaction between CEP chillers and the TES will be described in the sequence of operation generated during the engineering phase of the project. The commissioning portion of the project will verify each event of each sequence. This is especially important with the addition of chiller 3 as it adds complexity to the overall system operations. Properly commissioning the final combination of CEP chillers and the TES is critical to efficient plant operation.

SCOPE OF WORK

- **Trend Logs for TES Operational Verification**
 - all control instrumentation for the system will be verified so that the BAS can provide detailed printouts in not less than 15 minutes time intervals of all flows, temperatures and pressures which are occurring throughout the system in all areas of importance so that an inspection of the trend logs can confirm the proper operations associated with the loading and unloading and changes in modes throughout the entire spectrum of interaction of the TES and chillers.
- **Functional Performance Tests Field Report:**
 - Preliminary Commissioning Report, this report will be prepared to compile the results of the FPTs and the trend logs as a comprehensive field report describing all sequences for each commissioned equipment and system item which includes a clear statement of acceptability or deficiency for the function of the equipment item as related to the particular event and/or function that failed.
- **Final Cx Report:**
 - summarize the results of all the events of the Cx process.
- **Post Construction Cx Check:**
 - Commissioning agent to revisit the facility within six months of Phase 3 completion to review the system's performance.
- **Thermal Storage System Commissioning in Accord with ASHRAE Standard 150**
 - *ASHRAE Standard 150-2000(RA2014) Method of Testing the Performance of Cool Storage Systems.* This standard is a special protocol for commissioning thermal storage systems and is strongly recommended for the complete commissioning of Phase 3 of the CEP. As an example, until recently all chilled water systems in the Florida Power & Light utility jurisdiction that were to be retrofitted with thermal storage systems to reduce peak load were required to be commissioned in accord with this standard in order to obtain the FP&L energy cost rebate.

General Conditions & Exclusions

Conditions:

- 1) The Customer will provide a secure staging area at the job site for use by Trane to receive and store materials and crane or equipment lifting operations if needed.
- 2) Trane will also require uninhibited access to the surrounding area for the entirety of the job during normal working hours as well as after hours if required.
- 3) Commencement date to start upon weather and ground conditions.
- 4) It is assumed that all existing mechanical attachments and control devices to be reused are in good operating condition. If it is found that any of these items is not usable, the customer will be responsible for the cost of upgrade or replacement via a change order to the base contract.
- 5) It is assumed that all equipment and parts referenced in this proposal or attached to this proposal will be approved by the engineer of record. If it is found that any of these parts or equipment is not approved, or the engineered design drawings differ from existing site conditions or scope of work listed above the customer will be responsible for the upgrade/improvements via a change order to the base contract.
- 6) Work performed by Trane or its Subcontractors will comply with all applicable Federal, State and Local codes and standards.
- 7) This proposal is subject to acceptance of the attached Trane Standard Contract Terms and Conditions.
- 8) Supply Chain Disruption - The parties understand and agree that there are current issues with the manufacture and supply of various materials and equipment (all, collectively, "Goods"), which issues generally are referred to as "Supply Chain Disruption" ("Disruption"), the Disruption arises from a variety of global, national, and local factors, all of which are beyond the control of Trane U.S. Inc., and the Disruption has impacted suppliers' or manufactures' ability to provide Goods by dates certain, in the quantities ordered, and/or for the specified price. The delivery date of the equipment / parts is guaranteed only to the same extent as supplier('s/s') commitment to Trane U.S. Inc. Such delivery may be delayed in part or whole due to the Disruption, and customer shall not seek to hold Trane U.S. Inc. liable for any loss or damage arising from delays or unavailability of such items if due solely to the Disruption. This proposal is conditioned on Trane U.S. Inc. confirming the price, delivery time, and availability of goods with Trane U.S. Inc. subcontractors, vendors, and/or suppliers at the time this proposal is executed by the customer. Trane U.S. Inc. reserves the right to adjust the proposal price and schedule in the final contract if needed due to such confirmation, conditions, found in the final contract, any reservations and/or limitations that Trane U.S. Inc must accept from its subcontractors, vendors, and/or suppliers to obtain any goods.
- 9) First year warranty on installation.
- 10) All work to be performed Monday through Friday 8AM to 5PM.
- 11) Trane will pull all necessary Permits pertaining to project.
- 12) P&P Bond is not included in the proposal price.

Exclusions:

- 1) Any item or service that is not listed in this proposal is not included, premium labor unless specified, Furnishing, installing, controlling, or wiring of smoke dampers, combination fire/smoke dampers, reset stations, duct detectors, smoke detectors, or other fire alarm system devices fire/smoke/building management controls, life safety/fire alarm interface, any electrical modifications and or upgrades, any low voltage modifications and or upgrades, any structural modifications and or upgrades (outside of scope above), repair or replacement of leaking or non-functioning valves of any kind, line stops, pipe freezes, hot taps, any roofing modifications and or upgrades, test & balance, any ductwork modifications and or upgrades, any building code upgrades that may be required, bonding, drywall work, stucco work, patching/plastering/painting, plumbing, general contracting services, hazardous material mitigation, lighting protection, temporary cooling, ASHRAE Standard 15 upgrades, AHCA oversight, certified air/water test and balance services, any site specific required safety training or badging, coincidental issues arising from shutdown / startup of existing equipment unless specified in above proposal or superseded by partnership / contract agreement (outside of proposal scope).
- 2) Bonds, and Engineering are excluded from this proposal.

TERMS AND CONDITIONS

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. 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 Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs

Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. **Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company'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 Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. 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 Company; 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.

17. **Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. **Indemnity.** To the fullest extent permitted by law, Company 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.

19. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY 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, INCLUDING CONTAMINANTS LIABILITIES, 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 Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS 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 COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND 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 COMPANY 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, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. 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.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26;

52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. 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 Company and arising or alleged to arise out of the furnishing by Company 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 Company 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 Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company 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.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)

Supersedes 1-26.251-10(1221)



Encore Community Development District History of the Heat Exchanger



Explanation and History for Proposal ID 7298884

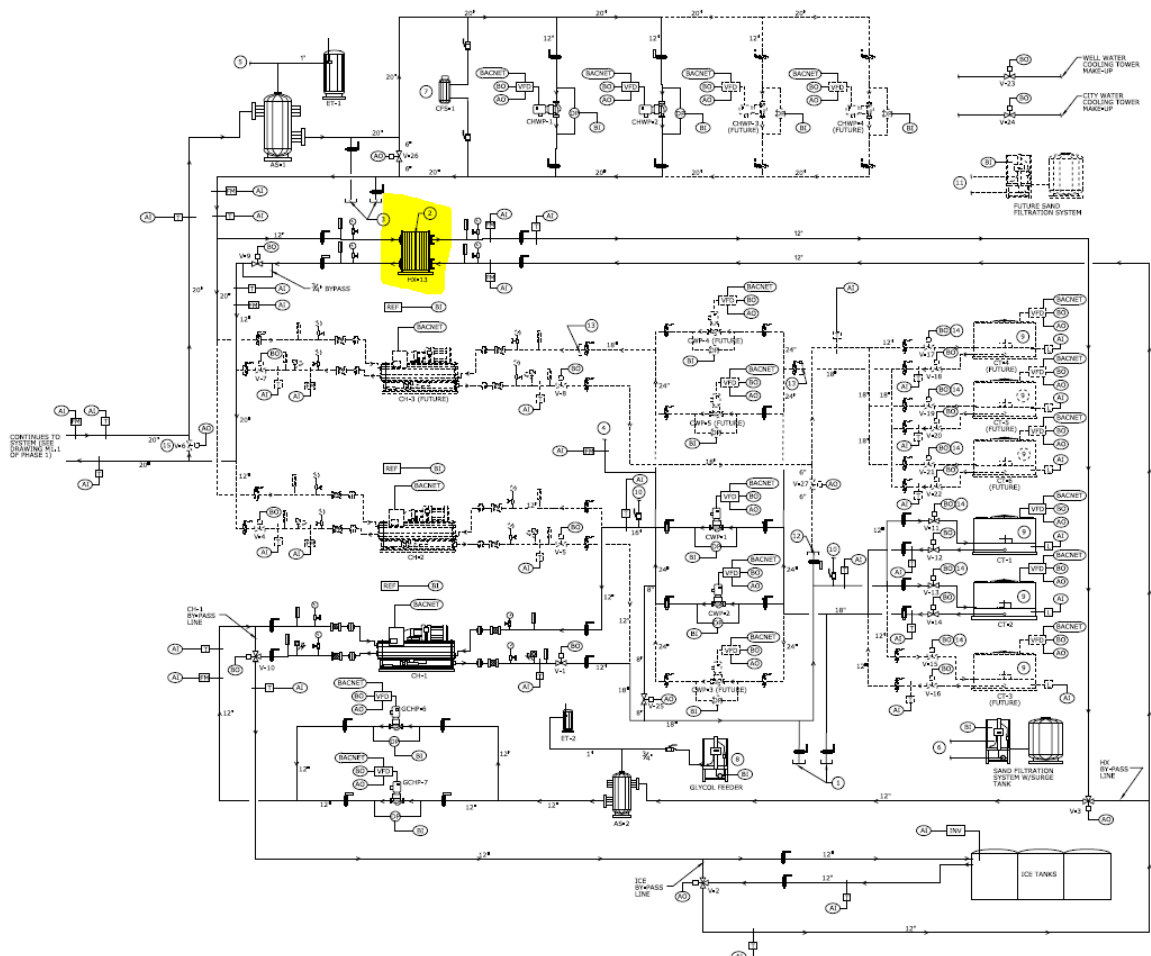
Prepared by:
Jeffrey Watson
West Florida Trane
8/24/23

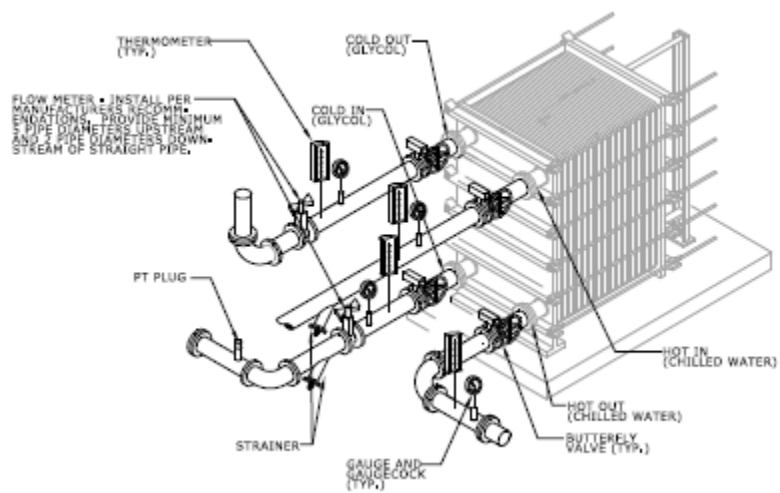
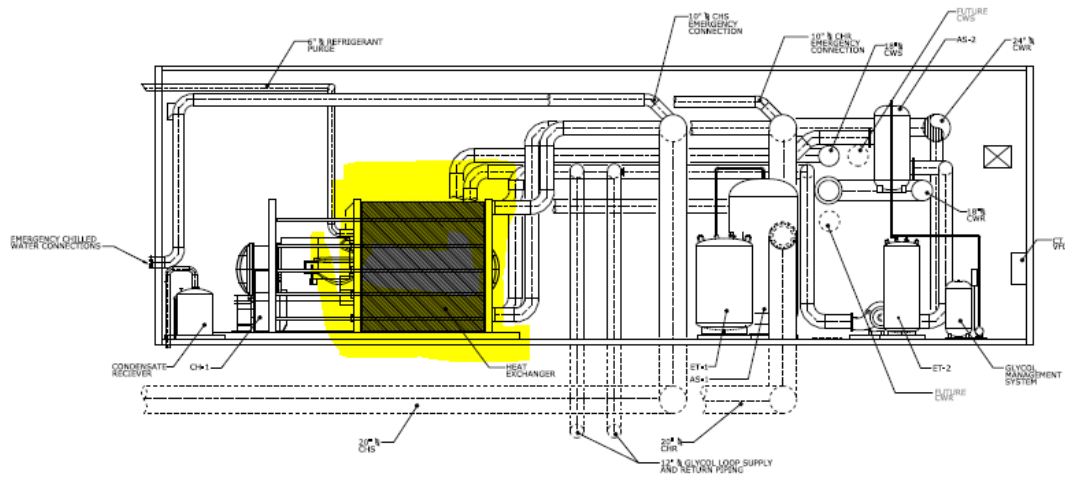


Original Design of the Ice Making System

Phase 1 included a 1000-ton chiller with ice making capabilities with 24 ice tanks for a total capacity of 1500 tons. Phase 2 added an additional 1000-ton chiller along with 27 more ice tanks. Phase 3 is currently under way and a 2500-ton chiller will be added to complete the buildout.

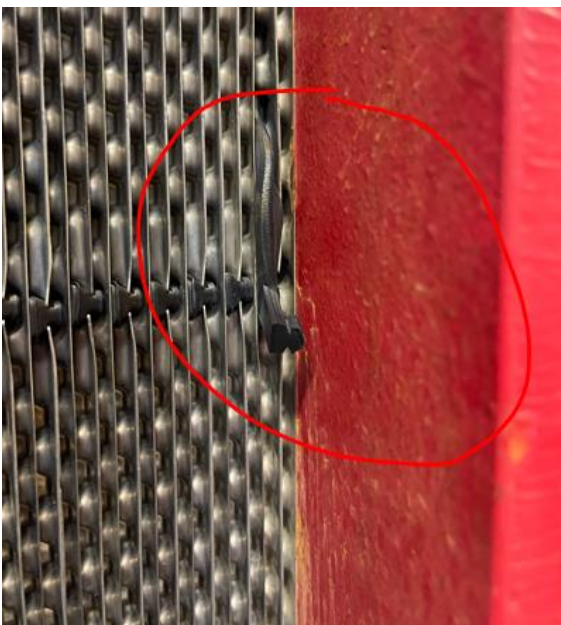
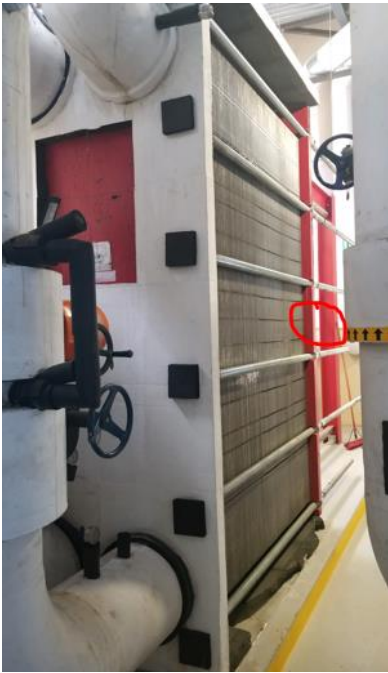
The ice making system in Phase 1 consisted of glycol pumps, chilled water pumps, a chiller, and a heat exchanger. All heat transfer between the “below zero glycol” and the “above freezing chilled water” is done through the heat exchanger. It is an essential component of the system as fluid flows on each side to transfer the heat.





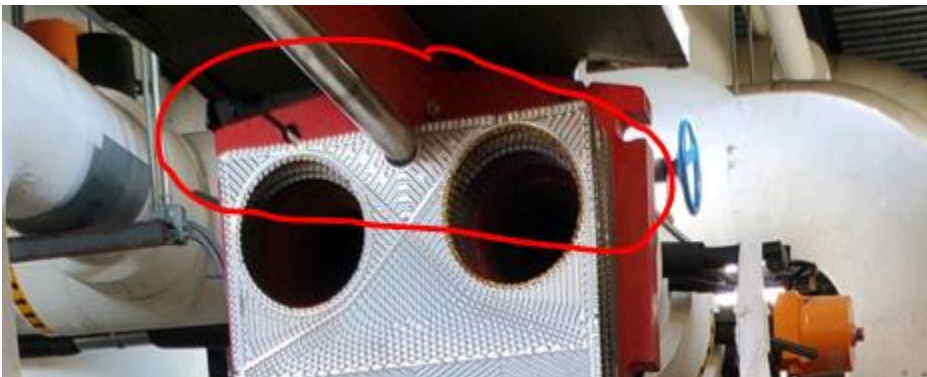
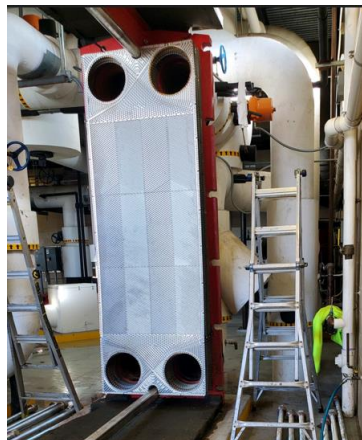
Leak Found on Heat Exchanger and Design Flaw Noted

After 10 years of operation, the heat exchanger on the ice making system developed a leak. One of the gaskets between the plates wedged itself out of its groove. The system cannot run if the heat exchanger is not tight, so ice making was ceased until the repair was made.

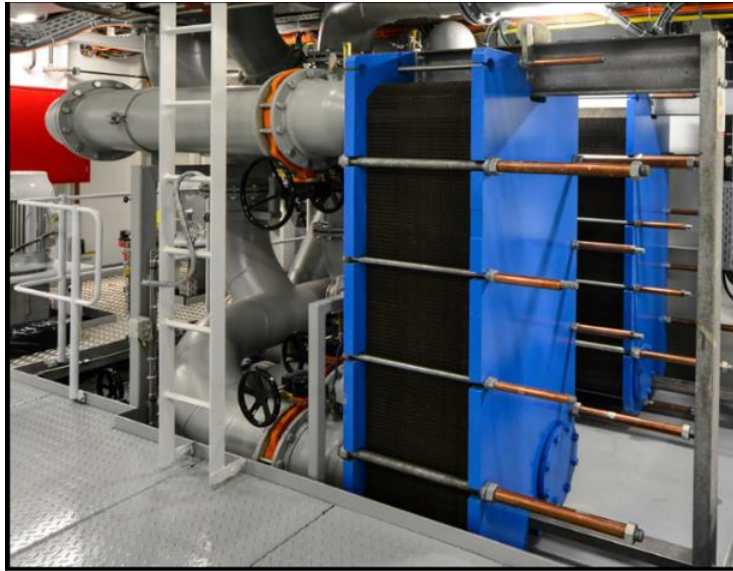


Attempts were made to spot fix the gasket. They were unsuccessful. The decision was made to regasket the entire heat exchanger. This required opening the unit, removing each of the 427 plates, replacing the gasket between each plate, then assembling the unit. The large end plates on the heat exchanger each weigh 6000 lbs. so it was quite the undertaking to handle it safely.

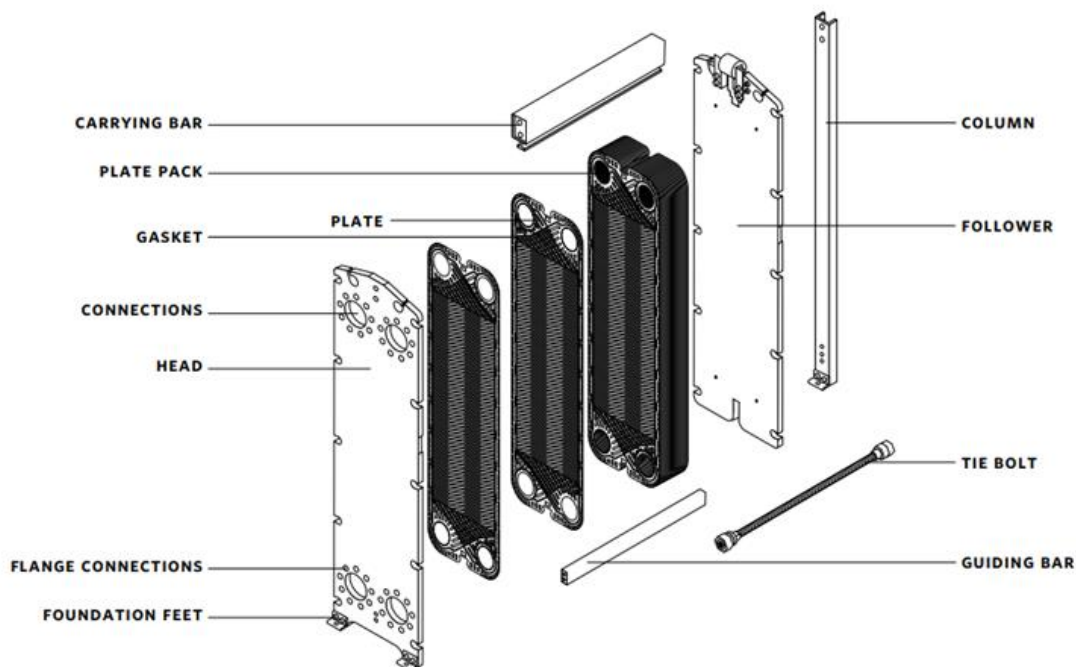
When the heat exchanger was opened to begin the regasketing, the plates fell from the carrying bar. It was an extremely dangerous situation. After some research, it was determined that the manufacturer of the heat exchanger, Armstrong, used a round rod for carrying the plates. This flawed design played a significant role in the difficulty of getting this unit repaired.



The new design has an I-beam carrying bar so the plates hang. There is also a guide bar on the bottom for support. Much safer and conducive to maintenance.

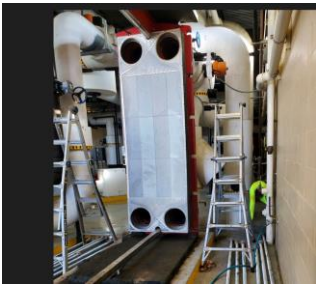


5.0 CONSTRUCTION



Regasketing The Heat Exchanger and Assembly Wheel Broke

The gaskets were manufactured in China. The lead time to receive the gaskets was 9 months. When they finally arrived, the plates were all removed, cleaned, and the gaskets replaced.



To reassemble the unit, an assembly wheel system is part of the heat exchanger design. This assembly is used to guide the massive 6000 lb. end plates straight and level. This had to occur for the plates between them to remain straight and level. When the time came to tighten the heat exchanger, the assembly wheel failed due to corrosion. It needed to be replaced. The lead time for this assembly was 4 months.



This was the last step in our attempts to fix this heat exchanger. We were unable to get it sealed tight, so we had to condemn it.

Repurposing The Ice Making Chiller

The chilled water production for the Encore loop was being achieved solely with chiller 2 that was installed in Phase 2 of plant construction. Without an operational ice making system, the risk for catastrophic failure was elevated. The plant had no backup or redundancy. Additionally, chiller 2 had not had maintenance in 2 years because we were unable to take it offline.

With all these factors in play, we decided to repurpose the ice making chiller and connect it directly into the chilled water loop. This allowed us to immediately take chiller 2 offline and perform much needed maintenance and cleaning. Both chillers are now operational and supporting the loop.

Chiller 1 was temporarily repurposed to directly feed into the Encore chilled water primary loop. Thus, both chillers now provide cooling to the primary loop.

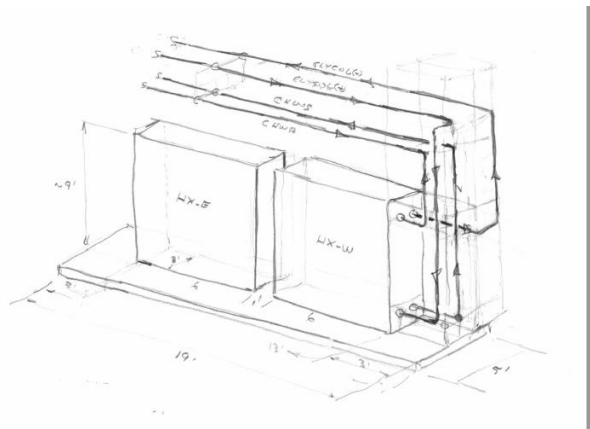


Replacement Design Options

The heat exchanger is now useless and can effectively be removed. Options for replacement were considered and analyzed. Two options were considered. One option was to put a new heat exchanger with the same full capacity in the same place as the existing. The other option would be to design and install the two new 50% (or 60%) capacity HXs.

The analysis concluded that the slight cost difference of installing two heat exchanger is outweighed by the intangible value of having at least 50% redundancy in the capacity to make ice, and a reasonable assurance that a total outage of the thermal storage system will not occur again.

Initial design sketch for the replacement system were developed for preliminary equipment selection and subcontractor pricing.



A control system design was then implemented that will align with the final plant commissioning.

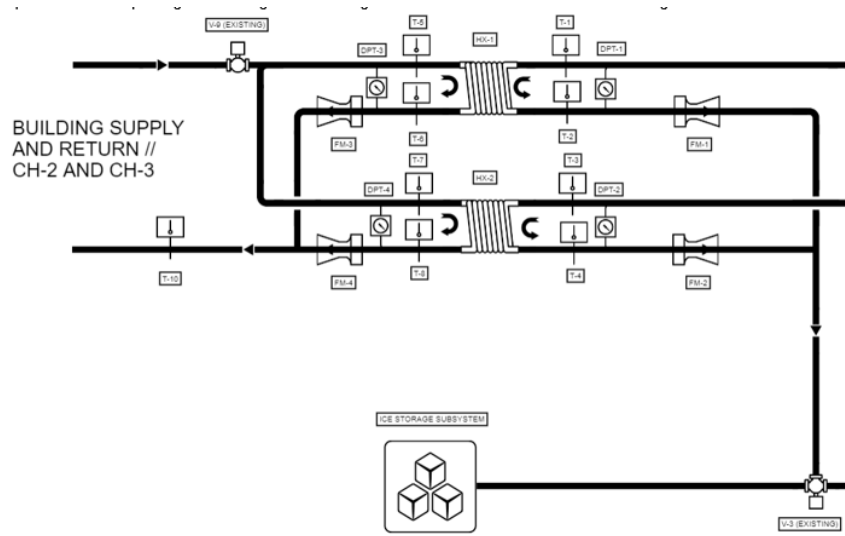


Figure 1 Flow Diagram



The commissioning of the completed CEP will include the specialized commissioning of essentially a thermal storage system with new heat exchangers in accord with the commissioning protocols required by ASHRAE Standard 150 which is the accepted standard that is used for commissioning all TES systems.

Reason To Replace The Heat Exchanger

- Honor the original design intent for the chiller plant - Significant investment into ice tanks, piping, and controls
- Elevate level of redundancy in the thermal storage system – can make full bank of ice with each heat exchanger
- Utilize tools of the CEP to optimize plant overall efficiency and significantly reduce operating costs
- Realign with sustainability objectives of the original design
- Ensure participation and compliance to the Demand Response Program
- Alignment of commissioning with the final building out of CEP in Phase 3



Encore CEP Heat Exchanger Replacement

schedule of values

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	ENGINEERING AND PERMITTING	47,895.00	0.00	0.00	0.00	0.00	0%	47,895.00	0.00
2	MOBILIZATION AND PROJECT MANAGEMENT	15,250.00	0.00	0.00	0.00	0.00	0%	15,250.00	0.00
3	MECHANICAL DEMOLITION	85,450.00	0.00	0.00	0.00	0.00	0%	85,450.00	0.00
4	HEAT EXCHANGERS	261,766.00	0.00	0.00	0.00	0.00	0%	261,766.00	0.00
5	MECHANICAL INSTALLATION	184,750.00	0.00	0.00	0.00	0.00	0%	184,750.00	0.00
6	CONTROLS AND INSTRUMENTATION	135,885.00	0.00	0.00	0.00	0.00	0%	135,885.00	0.00
7	COMMISSIONING	53,850.00	0.00	0.00	0.00	0.00	0%	53,850.00	0.00
	TOTAL	784,846.00	0.00	0.00	0.00	0.00	0%	784,846.00	0.00

Tab 4



Rizzetta & Company

September 7

District Manager's Report

2023

UPCOMING DATES TO REMEMBER

- **Next Meeting:** October 5, 2023 @ 4p
- **Next Election:** November 2024

FINANCIAL SUMMARY

7/31/2023

General Fund Cash & Investment Balance: \$161,097

Chiller Operation Cash & Investment Balance: \$929,813

Chiller Reserve Fund Investment Balance: \$2,559,801

Total Cash and Investment Balances: \$3,650,711

General Fund Expense Variance: \$10,194 Under Budget

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Tab 5

FOURTH ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

This Fourth Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2023 (the “**Effective Date**”), by and between **Encore Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated October 1, 2018 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

(Remainder of this page is left blank intentionally)

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

ENCORE COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit B – Schedule of Fees

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	\$2,581.83	\$30,982
Administrative:	\$318.67	\$3,824
Accounting (General Fund):	\$468.67	\$5,624
Accounting (Chiller Fund):	\$937.33	\$11,248
Assessment Roll ⁽¹⁾		\$5,624
Total Standard On-Going Services:	\$4,306.50	\$57,302

(1) Assessment Roll is paid in one lump-sum at the time the roll is completed.

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 180.25
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 180.25
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

LITIGATION SUPPORT SERVICES:

Litigation Support Services will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00

Tab 6



5926 Hwy 92 W, Plant City, FL 33566
(813) 659 - 0370

August 7, 2023

Encore Community Development District
9428 Camden Field Parkway
Riverview, FL 33578
Attn: District Manager

Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: District Counsel

Dear Encore CDD representatives,

Per our agreement with Encore Community Development District, we are giving you written notice of our price increase effective September 1, 2023 for the following:

- Keep all landscaped areas free from unwanted weeds.
- Trim all shrubs and small trees to maintain proper size and shape.
- Keep all hardscaped areas (paver areas and other concrete surfaces) clean of weeds and other debris. Herbicide will be used in areas not containing wildflowers or grasses that require regeneration by self-seeding.
- Keep all landscaped and hardscaped areas clean of garbage.
- Manage meadow areas by allowing desirable wildflowers and grasses to regenerate to maintain healthy population.
- Monitor wildflower areas and make suggestions to property managers of any additions or deletions of plant material, if needed.
- Conduct seasonal mowing, trimming, and removal of old growth, dead growth, and dead plants in meadow areas to allow for regeneration, and to maintain a high aesthetic appearance.
- Conduct two (2) major cleanups per year to maintain a high aesthetic appearance (approval of property owners and management required).
- Fertilize select individual plants, only if they appear to need it.
- Haul away all debris generated from landscape maintenance operations.

Fees for the above work will be billed at \$55.00 per man hour for regularly scheduled workers on site. Fees for any on site work conducted by company botanical consultants or any other specialized worker will be the total of \$75.00 per man hour. Any specialized work at the higher rate will not be conducted without approval of property manager and actual cost depends on the property management's aesthetic goals and priorities, as well as, budget. Monthly costs will vary due to different growing patterns throughout the year, and seasonal maintenance needs, as well as, what is approved by property owners and management.

We look forward to continuing the maintenance program for the Encore Solar Park.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marion Troy Springer", is written over a horizontal line.

Marion Troy Springer
President

Mailed:

Encore Community Development District
9428 Camden Field Parkway
Riverview, FL 33578
Attn: District Manager

Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: District Counsel

Emailed:

KFeaster@Rizzetta.com
CNewsome@Rizzetta.com
JToborg@Rizzetta.com

Tab 7

MINUTES OF MEETING

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

**ENCORE
COMMUNITY DEVELOPMENT DISTRICT**

The Regular meeting of the Board of Supervisors of the Encore Community Development District was held on **Thursday, August 3, 2023, at 4:03p.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.
John Toborg	FSM, Rizzetta & Company, Inc.
Tim Bowersox	Representative; Yellowstone (via Phone)
Jeff Watson	Representative; Trane
Sarah Sandy	District Counsel, Kutak Rock (via Phone)
Lorenzo Reed	Development Project Manager (via Phone)
Greg Woodcock	Representative; Cardno Engineering (via Phone)
David Ilonya	Representative; THA (via Phone)
William Henderson	Representative; THA (via Phone)
Christina Van Halden	Representative; Yellowstone (via Phone)

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Ms. Newsome called the meeting to order at 4:03 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

Mr. Toborg presented the Landscape Inspection Report to the Board. The Board requested in person attendance from Yellowstone representatives. The Board discussed the issue of residents not cleaning up after their pets.

2. Consideration of Dead Oak Removal Proposal

The Board tabled proposals #336139 and #336159. The Board requested a proposal for flowers and for annuals prior to installation.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning with all in favor, the Board of Supervisors of Encore CDD approved proposals #336192, #336181, #336339, and #319598, for the Encore Community Development District.

B. District Counsel

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

C. District Engineer

Greg Woodcock was present; he updated the Board on all current projects that occurring in 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.

2. Consideration of Reimbursement for Transitioning Chiller 1 to Chiller Water Loop

Mr. Watson presented the reimbursement for transitioning Chiller 1 to Chiller Water Loop to the Board.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning with all in favor, the Board of Supervisors of Encore CDD approved the Reimbursement for Transitioning Chiller 1 to Chiller Water Loop, for the Encore Community Development District.

E. Tampa Housing Authority Update

David Ilonya, William Henderson, and Lorenzo Reed was present via phone. Mr. Reed informed the Board that Lot 8 is set to close by the end of August. Mr. Ilyona informed the Board that tours are now open for the urban garden.

F. District Manager

1. Review of District Manager Report

The next regularly scheduled meeting will be held on Thursday, September 7, 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

**Discussion of Holiday
Lighting Proposal**

The Board received a presentation from Illuminations Holiday Lighting which included a proposal for services.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Jackson with all in favor, the Board of Supervisors approved the proposal from Illumination, for the Encore Community Development District.

FIFTH ORDER OF BUSINESS

**Public Hearing on the Fiscal Year
2023-2024 Final Budget**

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Julia with all in favor, the Board of Supervisors motioned to Open a Public Hearing on the Fiscal Year 2023-2024 Final Budget, for the Encore Community Development District.

1. Public Comment on Fiscal Year 2023-2024 Final Budget

There were no audience comments.

**2. Consideration of Resolution 2023-05, Adopting the Fiscal Year
2023-2024 Final Budget**

Ms. Newsome presented Resolution 2023-05, Adopting the Fiscal Year 2023-2024 Final Budget to the Board.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Jackson with all in favor, the Board of Supervisors adopted Resolution 2023-05, Adopting the Fiscal Year 2023-2024 Final Budget, for the Encore Community Development District.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning with all in favor, the Board of Supervisors motioned to Close a Public Hearing on the Fiscal Year 2023-2024 Final Budget, for the Encore Community Development District.

SIXTH ORDER OF BUSINESSSS

**Public Hearing on the Fiscal Year
2023-2024 Special Assessments**

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning with all in favor, the Board of Supervisors motioned to Open a Public Hearing on the Fiscal Year 2023-2024 Special Assessments, for the Encore Community Development District.

1. Public Comment on Fiscal Year 2023-2024 Special Assessments

There were no audience comments.

2. Consideration of Resolution 2023-06, Imposing Special Assessments for Fiscal Year 2023-2024

Ms. Newsome presented Resolution 2023-06, Imposing Special Assessments for Fiscal Year 2023-2024 to the Board.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning with all in favor, the Board of Supervisors adopted Resolution 2023-06, Imposing Special Assessments for Fiscal Year 2023-2024, for the Encore Community Development District.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning with all in favor, the Board of Supervisors motioned to Close a Public Hearing on the Fiscal Year 2023-2024 Special Assessments, for the Encore Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-07, Adopting the Fiscal Year 2023-2024 Meeting Schedule

Ms. Newsome presented Resolution 2023-07, Adopting the Fiscal Year 2023-2024 Meeting Schedule to the Board. The Board decided to have their July meeting on July 11th, 2023, at 4:00p.m.

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning with all in favor, the Board of Supervisors adopted Resolution 2023-07, Adopting the Fiscal Year 2023-2024 Meeting Schedule, for the Encore Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors Regular Meeting held on July 6, 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 July 6, 2023, for the Encore Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Operations
and Maintenance Expenditures
for June 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 June 2023 (\$23,779.32), for the Encore Community Development District.

TENTH ORDER OF BUSINESS

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

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Jackson with all in favor, the Board of Supervisors of Encore CDD ratified the Chiller Fund Operations & Maintenance Expenditures for June 2023 (\$75,438.63), for the Encore Community Development District.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests

There were no supervisor requests.

TWELFTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Johnson-Griffin, seconded by Ms. Morning, the Board unanimously approved to adjourn the meeting at 5:54p.m., for the Encore Community Development District.

Assistant Secretary

Chairman/Vice Chairman

Tab 8

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

Operation and Maintenance Expenditures July 2023 For Board Approval

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

The total items being presented: **\$26,053.89**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Encore Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Drainage Solutions	100149	1035	Stormwater Management Q1 03/23	\$ 5,900.00
Billi J. Griffin	100143	BG070623	Board of Supervisors Meeting 07/06/23	\$ 200.00
Innersync Studio, Ltd	100139	21412	Quarterly Website Compliance 07/23	\$ 384.38
Julia Jackson	100144	JJ070623	Board of Supervisors Meeting 07/06/23	\$ 200.00
Kutak Rock, LLP	100150	3252965	Legal Services 06/23	\$ 980.00
Kutak Rock, LLP	100150	3252972	Boundary Amendment 06/23	\$ 672.50
Mae F. Walker	100145	MW070623	Board of Supervisors Meeting 07/06/23	\$ 200.00
Mandy Electric, Inc	100140	17060	Service Call 05/23	\$ 1,225.00
Phil Lentsch	100146	36828	4 Agenda Booklets 06/23	\$ 222.03
Rizzetta & Company, Inc.	100138	INV0000081330	District Management Fees 07/23	\$ 4,008.75
Springer Environmental Services, Inc.	100141	13077	Clean Up Sessions 06/23	\$ 429.00
TECO	20230728-1	TECO Summary 06/23 Autopay	Utility Summary 06/23	\$ 1,081.61

Encore Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Teresa Morning	100147	TM070623	Board of Supervisors Meeting 07/06/23	\$ 200.00
Times Publishing Company	100142	0000294121 06/28/23	Acct #124384 Legal Ad 06/23	\$ 367.50
Times Publishing Company	100151	294954.5833	Legal Advertising 07/12/24	\$ 2,391.27
Times Publishing Company	100153	0000294954 07/19/23	Legal Advertising 07/23	\$ 2,389.28
Yellowstone Landscape	100148	TM 550965	Monthly Landscape Maintenance 07/23	\$ 4,869.57
Yellowstone Landscape	100152	TM 561801	Irrigation Repairs 07/23	\$ 71.00
Yellowstone Landscape	100152	TM 562456	Remove Holly Tree 07/23	<u>\$ 262.00</u>
Report Total				<u>\$ 26,053.89</u>

Tab 9

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

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

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

The total items being presented: **\$52,451.06**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Encore Community Development District Chiller Fund

Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Frontier Florida, LLC	20230726-1	813-223-7101-092412-5 07/23 Autopay	Telephone, Internet, Cable 07/23	\$ 330.88
Kutak Rock, LLP	100053	3252965 Chiller	Legal Services 06/23	\$ 2,849.50
Rizzetta & Company, Inc.	100050	INV0000081330 Chiller	Accounting Services 07/23	\$ 892.67
Stantec Consulting Services, Inc.	100051	2097994	Engineering Services 06/23	\$ 3,795.00
Stantec Consulting Services, Inc.	100054	2109965	Engineering Services 07/23	\$ 2,221.26
Tampa Bay Trane	100052	313753686	Monthly Service Agreement 07/23	\$ 20,416.67
TECO	20230728-1	211006278348 06/23 Autopay	1004 N Nebraska Ave 06/23	<u>\$ 21,945.08</u>
Report Total				<u>\$ 52,451.06</u>