



Rizzetta & Company

# Encore Community Development District

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**Board of Supervisors' Meeting  
September 3, 2020**

**District Office:  
9428 Camden Field Parkway  
Riverview, Florida 33578  
813.533.2950**

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

## **ENCORE COMMUNITY DEVELOPMENT DISTRICT AGENDA**

Tampa Housing Authority located at 5301 West Cypress Street, Tampa, FL 33607.

<b>Board of Supervisors</b>	Dr. Hazel Harvey Christine Burdick Billi Johnson-Griffin Julia Jackson Teresa Morning	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Jennifer Goldyn	Rizzetta & Company, Inc.
<b>District Attorney</b>	Jennifer Kilinski	Hopping Green & Sams, P.A.
<b>District Engineer</b>	Greg Woodcock	Cardno TBE

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

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

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

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

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

August 27, 2020

**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 3, 2020 at 3:00 p.m.** to be conducted by means of communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-150, 20-179 and 20-193 issued by the Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, June 23, 2020, July 29, 2020 and August 7, 2020, respectively, and pursuant to Florida Statutes. To access the meeting, please use a telephone to dial 253-215-8782, and enter the ID# 8284309897. If you need assistance participating in the meeting, please contact the District Manager’s Office at 813-533-2950. The following is the final agenda for this meeting:

**BOARD OF SUPERVISORS MEETING:**

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors’ Regular Meeting held on August 6, 2020 .....Tab 1
  - B. Consideration of Operations & Maintenance Expenditures for July 2020 .....Tab 2
  - C. Consideration of Chiller Fund Operations & Maintenance Expenditures for July 2020.....Tab 3
- 4. BUSINESS ITEMS**
  - A. Public Hearing on Rule Establishing Rates, Fees and Charges Related to Chilled Water Utility Services and New Connections
    1. Consideration of Resolution 2020-13, Adopting Rule Establishing Rates, Fees and Charges Related to Chilled Water Utility Services and New Connections .....Tab 4
  - B. Consideration of Amendment to Agreement with Trane for Chiller Connections .....Tab 5
- 5. STAFF REPORTS**
  - A. Field Services Manager
    1. Presentation of Field Services Reports.....Tab 6
  - B. District Counsel
  - C. District Engineer
  - D. Chiller System Manager – Trane
    1. Presentation of Central Energy Plant Report .....Tab 7
  - E. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions please do not hesitate to call us at (813) 533-2950.

Sincerely,  
*Jennifer Goldyn*  
Jennifer Goldyn  
District Manager

**RESOLUTION 2020-13**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT REGARDING CHILLED WATER UTILITY SERVICES; ADOPTING A RULE SETTING RATES, FEES AND CHARGES FOR USE OF SUCH FACILITIES AND SERVICES; FOR MISCELLANEOUS OPERATION, ADMINISTRATION, AND BILLING FOR SUCH FACILITIES; AND FOR CONNECTION OF LOTS TO SUCH FACILITIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Chapter 190, Florida Statutes, the District is authorized to operate and/or maintain systems and facilities for basic infrastructure, including utilities; and

**WHEREAS**, pursuant to Section 190.035, *Florida Statutes*, the District is authorized to prescribe, fix, establish and collect rates, fees, rentals or other charges, for the facilities and services furnished by the District, including for the utilities and services furnished by the District, and to recover the costs of making connection with any District facility or system; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) conducted a public hearing, duly noticed in accordance with Chapters 120 and 190, Florida Statutes, during which the public was provided an opportunity to comment on the District’s proposed rule setting the rates, fees, and charges for use of and connection to the chilled water utility services; and

**WHEREAS**, the Board finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the fee schedule, attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application (“Fee Schedule”) in order to provide for the expenses and obligations associated with the operation and maintenance of and new connections to the chilled water utility services and facilities; and

**WHEREAS**, the Board finds that the Fee Schedule outlined in **Exhibit A** is just, equitable and uniform for users of the same class, having been based upon (i) the amount of service furnished and the projected professional and construction costs associated with making new connections; (ii) the average number of persons projected to reside in or otherwise occupy the premises served; and (iii) other factors affecting the use of the facilities furnished.

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

**SECTION 1.** The Rate Schedule identified in **Exhibit A** attached hereto is just, equitable and uniform for users of the same class, having been based upon (i) the amount of service furnished and the projected professional and construction costs associated with making new connections; (ii) the average number of persons projected to reside in or otherwise occupy the premises served; and (iii) other factors affecting the use of the facilities furnished.

**SECTION 2.** The rule setting forth the Rate Schedule identified in **Exhibit A** attached hereto is hereby approved, adopted, and confirmed, and shall be effective as provided therein.

**SECTION 3.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 3rd day of September, 2020

**ATTEST:**

**ENCORE COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice-Chair, Board of Supervisors

**EXHIBIT A**  
**RATE SCHEDULE – CHILLED WATER**  
**ENCORE CDD**

**SECTION 1: CHILLED WATER RATE SCHEDULE (“CHILLED WATER RATES”)**

<b>Base Charges</b>						
<b>Product Type</b>	<b>Unit</b>	<b>FY 2019/2020</b>	<b>FY 2020/2021</b>	<b>FY 2021/2022</b>	<b>FY 2022/2023</b>	<b>FY 2023/2024*</b>
Residential	Per dwelling unit	\$15.54	\$17.75	\$20.28	\$20.79	\$21.31
Retail/Office	Per square foot	\$0.05	\$0.057	\$0.065	\$0.067	\$0.069

<b>Usage Charge</b>						
<b>Product Type</b>	<b>Unit</b>	<b>FY 2019/2020</b>	<b>FY 2020/2021</b>	<b>FY 2021/2022</b>	<b>FY 2022/2023</b>	<b>FY 2023/2024*</b>
All	Per Ton/Hour	\$0.221	\$0.252	\$0.288	\$0.295	\$0.302

<b>Meter Charge</b>						
<b>Product Type</b>	<b>Unit</b>	<b>FY 2019/2020</b>	<b>FY 2020/2021</b>	<b>FY 2021/2022</b>	<b>FY 2022/2023</b>	<b>FY 2023/2024*</b>
All	Per Meter	\$35.00	\$39.99	\$45.69	\$46.83	\$48.00

*\*Each fiscal year starts on October 1 and ends on September 30 of the following year. Effective October 1, 2024, and annually on the same day thereafter, the above rates shall be adjusted by the annual change in the Consumer Price Index as published by the U.S. Department of Labor; provided, however, that the annual adjustment shall not be less than 0%.*

**SECTION 2: ADOPTION OF ANNUAL INDEX**

The District hereby adopts the Consumer Price Index (“CPI”) such that beginning October 1, 2024, the Chilled Water Rates for all product types shall be adjusted in accordance with the annual CPI as published by the U.S. Department of Labor as of September 1 and adjusted annually on the same day thereafter. The adjustment may not be less than 0%, and will remain in effect until the next CPI adjustment.

**SECTION 3: MISCELLANEOUS FEES AND CHARGES**

Returned Check Fee:	\$30.00
Application Fee:	\$30.00
Late Payment Fee:	1.5% of unpaid balance
Reconnection after Disconnection:	\$50.00
<u>Security Deposit</u>	
<i>Residential Building</i>	One month estimated bill
<i>Non-Residential Building</i>	Two months estimated bill

**SECTION 4: CONNECTION OF NEW LOT**

When new structures are constructed on lots within the District, the developer/owner of such lot shall be responsible for coordinating connection to the chilled water facilities through the District, which connection shall be made by the District through its contractor (“Contractor”). Upon request of the developer/owner, the Contractor shall provide an estimate of the Connection Cost to the requestor and prior to commencement of the connection.

The cost of such connection shall be remitted to the District upon closing. The methodology for determining the cost of the connection shall be calculated based on (a) the Contractor’s actual construction costs to complete the connection (“Cost”), plus (b) Contractor’s overhead in an amount not to exceed 15% of the Cost, together with (c) a fee not to exceed 10% of the Cost (altogether, the “Connection Cost”). The Connection Cost is estimated to be in the range of \$250,000 to \$500,000 but may be more or less depending on the nature of the building and connection required.

Labor for project management and supervision shall be billed according to the following schedule\*:

Project Executive	\$125/hr
Project Manager	\$100/hr
Project Superintendent	\$85/hr
Project Administration	\$75/hr

*\*The rates are subject to a yearly increase of 3-10%*



**AMENDMENT**  
**TO THE ENCORE COMMUNITY DEVELOPMENT DISTRICT AGREEMENT FOR**  
**CHILLER SYSTEM OPERATION AND MAINTENANCE SERVICES**

THIS AMENDMENT TO THE AGREEMENT FOR CHILLER SYSTEM OPERATION AND MAINTENANCE SERVICES (the “**Amendment**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**ENCORE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida, with a mailing address of c/o Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, FL 33758 (the “**District**”); and

**TAMPA BAY SYSTEMS SALES, INC., D/B/A TAMPA BAY TRANE**, a Florida corporation with an address of 902 North Himes Avenue, Tampa, FL 33609 (the “**Contractor**” and, together with the District, the “**Parties**”).

**WHEREAS**, the District was established for the purpose of operating and maintaining certain infrastructure improvements, including a chiller system (the “**Chiller Facilities**”); and

**WHEREAS**, the Parties previously entered into that certain *Agreement for Chiller System Operation and Maintenance Services*, dated June 1, 2017 (the “**Agreement**”); and

**WHEREAS**, it is anticipated that future development within the District will, from time to time, require connections to the Chiller Facilities, which connections will necessitate installation of chilled water piping, heat exchanger(s), chilled water metering equipment, and other infrastructure improvements; and

**WHEREAS**, the Parties now desire to amend the Agreement to provide for installation of connections between new developments and the Chiller Facilities, upon approval of the District (each, a “**Connection**”).

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

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

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

- A.** The Contractor agrees to provide the labor, materials and services necessary to connect new lot developments to the District's Chiller Facilities, including but not limited to installation of chilled water piping, heat exchanger(s), chilled water metering equipment., and other facilities necessary to accomplish each Connection. The Connection shall commence upon the issuance of a work authorization describing the scope of the work to be performed, the compensation for said work, and other necessary terms for the work (the "**Work Authorization**"), and which shall be signed by the District, the Contractor, and the developer or owner of the lot for which the connection is needed (the "**Developer**").
- B.** The Contractor shall be responsible for obtaining all necessary permits and approvals necessary to complete the Connection. The District agrees to grant the Contractor permission to access property owned by the District as may be reasonably necessary to complete the Connection; provided, however, that commencement of any work for the Connection shall be contingent upon obtaining any necessary approvals from other landowners whose property may be affected by the Connection. Contractor is responsible for providing the District with plans and other information sufficient to determine which properties may be impacted by the Connection.
- C.** The Contractor shall be responsible for coordinating with the Developer to determine the scope of the work needed to complete the Connection, the cost of completing the Connection, and the timeline for the work. Upon request from the Developer, the Contractor shall provide the Developer with an estimated cost during the due diligence phase of the lot sale agreement, and shall provide a final cost upon finalization of all relevant construction documents.
- D.** Except as provided herein, the Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with the Agreement and this Amendment. Contractor shall use industry best practices and procedures, and shall comply with all applicable laws, rules, ordinances, and regulations when performing the Connection. Any additional compensation for additional duties shall be paid only as negotiated between the Parties and upon the written authorization of the District.
- E.** Upon completion of the Connection, the Contractor shall provide the District with acceptable as-built drawings showing the locations of all improvements installed in the course of performing the Connection.

**SECTION 3. COMPENSATION.** Compensation shall be as determined in each Work Authorization, and shall be based on the rates, fees, and charges adopted by the District, as may be amended from time to time. Contractor recognizes that the compensation shall be payable by the Developer to the District at lot closing. The District shall remit fifty percent (50%) of said compensation to the Contractor as an initial deposit upon receipt from the Developer, and shall

remit the remaining fifty percent (50%) to the Contractor upon final completion and acceptance of the Connection by the District.

- A. If the District or the Developer should desire additional work or services not provided in the Work Authorization, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to the Work Authorization. No additional work shall be performed without written authorization from the District and the Developer.
  
- B. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Amendment shall be new, and that all services and materials shall be of good quality, free from faults and defects in material and workmanship. The Contractor hereby warrants any materials associated with the Connection for a period of two (2) years after final acceptance by the District, or longer as required under Florida law. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement, this Amendment, or the applicable Work Authorization (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Connection, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Connections. If the Connection is found to be defective, deficient or not in accordance with the Agreement, this Amendment, or the applicable Work Authorization, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Connection: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and

disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**SECTION 5. CARE OF PROPERTY.** Contractor shall use all due care to protect the property of the Developer, the District, and the District's residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours and at the sole expense of Contractor.

**SECTION 6. AGREEMENT IN EFFECT.** Unless specifically stated herein, all provisions of the Agreement remain in effect. The provisions of the Agreement, including but not limited to the insurance obligations described in Section 5 of the Agreement and the indemnification obligations described in Section 6 of the Agreement, shall apply to the work and services performed hereunder.

**SECTION 7. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Amendment shall not affect the validity or enforceability of the remaining portions of this Amendment or the Agreement.

**SECTION 8. COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

**SECTION 9. AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed the day and year first above written.

**ENCORE COMMUNITY  
DEVELOPMENT DISTRICT**

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

Chairperson

Vice Chairperson

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

**TAMPA BAY SYSTEM SALES, INC.,  
D/B/A TAMPA BAY TRANE**

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

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

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