



Rizzetta & Company

# **Encore Community Development District**

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## **Board of Supervisors' Meeting August 14, 2025**

**District Office:  
2700 S. Falkenburg Road, Suite 2745  
Riverview, Florida 33578  
813.533.2950**

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

## **ENCORE COMMUNITY DEVELOPMENT DISTRICT AGENDA**

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

<b>Board of Supervisors</b>	Julia Jackson Irma Ruiz Billi Johnson-Griffin Mae Walker Michael Randolph	Chairman Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Stephanie DeLuna	Rizzetta & Company, Inc.
<b>District Attorney</b>	Sarah Sandy	Kutak Rock
<b>District Engineer</b>	Greg Woodcock	Stantec

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

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

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

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

**ENCORE COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE – Riverview FL – 813-533-2950**  
**Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614**  
**www.encorecdd.org**

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

**August 13, 2025**

**REVISED FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Encore Community Development District will be held on **Wednesday, August 14, 2025, at 1:30 p.m.** at The Ella at Encore, located at 1210 Ray Charles Blvd., Tampa, Florida 33602.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
  - A.** Landscape Inspection.....USC
    1. Review of Landscape Inspection Report Responses
    2. Yellowstone Reports .....Tab 1
  - B.** Springer Environmental
  - C.** District Counsel
  - D.** District Engineer
    1. Trane - Tampa Well Drilling Proposal.....Tab 2
    2. Trane City Water Station Piping Proposal.....Tab 3
  - E.** Chiller System Manager
    1. Presentation of Central Energy Plant Report-Trane.....Tab 4
    2. Consideration of Rafetelis 2025 Chilled Water Rate Study Services....Tab 5
  - F.** Tampa Housing Authority Update
  - G.** District Manager
  - H.** Consideration of 2024-2025 Goals & Objectives Report
- 4. BUSINESS ITEMS**
  - A.** Acceptance of Second Quarter Website Audit.....Tab 6
  - B.** Public Hearing on Fiscal Year 2025-2026 Final Budget
    1. Consideration of Resolution 2025-07; Adopting Fiscal Year 2025-2026 Final Budget.....Tab 7
  - C.** Public Hearing on Fiscal Year 2025-2026 Assessments
    1. Consideration of Resolution 2025-08; Levying O&M Assessments for Fiscal Year 2025-2026.....Tab 8
  - E.** Consideration of Resolution 2025-09; Setting the Meeting Schedule for Fiscal Year 2025-2026.....Tab 9
- 5. BUSINESS ADMINISTRATION**
  - A.** Consideration of Minutes of the Board of Supervisors Regular Meeting Held on July 2, 2025.....**Tab 10**
  - B.** Consideration of Operations and Maintenance Expenditures for June 2025.....Tab 11
  - C.** Consideration of Chiller Fund Operations and Maintenance Expenditures for June 2025.....Tab 12
- 6. SUPERVISOR REQUESTS**
- 7. AUDIENCE COMMENTS**
- 8. 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, [sdeluna@rizzetta.com](mailto:sdeluna@rizzetta.com), or Christy Gargaro at [cgargaro@rizzetta.com](mailto:cgargaro@rizzetta.com).

Sincerely,  
*Stephanie DeLuna*  
Stephanie DeLuna District Manager

## **Tab 1**



## Fertilization &amp; Pest Action Report

Property EncoreDate 08/04/2025 Technician TonnayelTreatment Fert/pest  
Service call yesTemperature 95

	Actions				
	Fertilize	Insect	Disease	Weed	Other
Turf	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Shrubs					
Trees					
Palms					

	Wind
None	<input checked="" type="checkbox"/>
Mild	
Strong	

	Rain	Overcast	Sunny
Weather Condition			<input checked="" type="checkbox"/>

	Dry	Moist	Wet	Saturated	Standing Water
Soil Conditions	<input checked="" type="checkbox"/>				

Anticipated return \_\_\_\_\_

Comments

Treated Turf with Fertilizer and insecticide and Fungicide. Treated stressed areas accordingly.

~~20~~ 30oz of triple crown  
25oz of T stern  
3.5 gal of black'bio

## **Tab 2**



COOLING TOWERS AND HEAT EXCHANGERS  
A FIDELITY COMPANY

# Trane Commercial Services Tampa Bay

## *Proposed Project Agreement*

**Date:**

7/14/2025

**Proposal Number:**

P22440

**Prepared for:**

Encore

1004 North Nebraska Avenue  
Tampa, Florida 33602

**Prepared by:**

Jordan Coole  
407.267.2938

**PROJECT PROPOSAL**

**Company**

CTHX  
661 Garden Commerce Parkway Unit 160  
Winter Garden, FL 34787  
Ph: 407.267.2938

Proposal Date: 7/14/2025

Proposal Number: P22440

Agreement Number:

Contractor License: CMC1250958

**Bill To Identity**

Trane Commercial Services Tampa Bay  
902 North Himes Avenue  
Tampa, Florida 33609

**Agreement Location**

Encore  
1004 North Nebraska Avenue  
Tampa, Florida 33602

Reference:           Encore  
                          Tampa Well Drilling

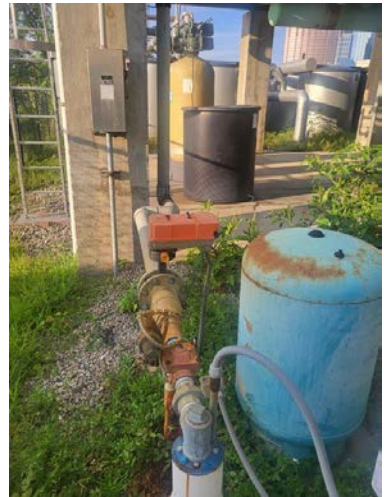
Per your request, we offer the following proposal to perform the following work to the referenced equipment. Our recommended scope of work is as follows.

**Base Scope: 3rd Party Services**

**A. Tampa Well Drilling**

1. ESTIMATE TO REBUILD OLD PUMP STATION. PUMP PUTTING OUT REDUCED FLOW, NEED TO UPGRADE TO A VFD SYSTEM TO UTILIZE SCH80 DROP PIPE AND GREATLY INCREASE PUMP LIFE.
  - a. *Performed by Tampa Well Drilling*

**YOUR INVESTMENT FOR THIS SCOPE OF WORK .....\$15,249.00**



**SPECIAL NOTES AND CLARIFICATIONS:**

1. The above quoted **price is valid for 15 days** from the date of this proposal. After 15 days CT/HX will need to confirm price and availability prior to final agreement.
2. The proposal price includes the estimated labor, parts, materials, travel, and expenses specifically noted and required to perform these services; it does not include any additional repairs or services, which may become apparent during the original work. Any additional repairs or required/requested work would be extra and would require either a Change Order or New Contract number.
3. Pricing is based on work being performed during normal working hours Monday through Friday exclusive of holidays. Labor performed outside regular hours will be charged extra at applicable overtime or holiday rates.
4. Please note a 4% Processing Fee will be added for any credit card transactions.
5. This scope of work requires payment in net 30 days following completion of the work. The account is subject to a finance charge for past due payment computed at a monthly rate of 1½% of the total past due balance.
6. The Cooling Tower or Heat Exchanger will need to be isolated and drained by the customer prior to the proposed work being performed. Neither draining, isolation, refilling, nor the condition of the isolation valves is the responsibility of CT/HX, LLC.
7. All labor and material furnished by CTHX LLC is warranted to be free from defects in material and workmanship for a period of one (1) year. The warranty period begins on the final job completion date.
8. All work will be done in compliance with Customer safety policies and procedures. All CT/HX employees will be supplied with PPE as necessary per scope specific situations.
9. Lead time on parts/materials is 0 weeks from date of executed contract or issued Customer Purchase Order.
10. The above scope of work will take approximately 3 Business Days to complete. CTHX LLC shall not be liable for delays beyond our control nor for special, indirect, or consequential damages of any kind.
11. The above scope of work is based on working on 3 Units at a time except where noted.
12. CT/HX, LLC will need to have an area provided and designated for a temporary dumpster to be set up for debris disposal unless otherwise noted.
13. Travel Work – for any work being performed more than 80 miles from one of our regional offices the pricing will include all travel expenses including Vehicle, Per Diem and Hotel expenses based on GSA standards.

This proposal is valid for a period of fifteen (15) days, and if not accepted within that time frame, it shall be automatically rescinded, and any replacement proposal may be subject to increased costs. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**Contractor**

\_\_\_\_\_  
Signature (Authorized Representative)

Jordan Coole

\_\_\_\_\_  
Name (Print/ Type)

407.267.2938

\_\_\_\_\_  
Phone

7/14/2025

P22440

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposal #

**Customer**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Print/ Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO#

## Exclusions

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- The above price does not include labor priced at Davis Bacon, Certified, or Prevailing wages unless otherwise noted.
- Pricing does not include any Overtime/Night work or Phasing of work unless otherwise stated in the scope.
- The above price does not include any local, jurisdictional, state usage, or privilege taxes that may need to be assigned up and above quoted price unless otherwise noted.
- The above scope does not include any power or control wiring unless otherwise stated. If this scope includes any replacement of electrical power-driven components, CT/HX, LLC will not troubleshoot any existing electrical supplies or controls. All existing electrical work and/or control work will be reused on this installation. CT/HX will not be responsible for any new electrical work and/or control work needed.
- **Tariff Exclusion** – the Customer will be responsible for any price increases that CT/HX incurs as a result of any tariffs imposed on the equipment and materials reflected in its scope of work, including any tariffs on any component parts of the equipment and materials. In the event CT/HX incurs any such tariff-related price increase, Customer will issue a change order to CT/HX to adjust the contract price to reflect the tariff-related price increase.
- Unless otherwise noted in the scope, Rigging is not included for lifting materials to and from the cooling towers. If rigging is included in the scope, CT/HX will provide the customer with a copy of a formal Crane Lift plan and permits (as required) provided specifically for this project. This documentation will be reviewed and approved by the assigned CT/HX Project Manager and reviewed with the customer prior to our work starting.
- Unless otherwise stated, the above pricing does not include any registration or applications for use of any third-party invoicing or payment systems. CT/HX, LLC will add an additional fee into final invoice if such third-party vendor/system is to be utilized for invoicing and has applicable fee associated with usage.
- The above price does not include any Bid, Performance or Payment Bonds unless otherwise noted.
- Unless noted in the scope, the above price does not include an OSHA approved third party scaffolding company. If needed, additional costs will have to be added to the project.
- Unless noted in the scope, the above does not include any Engineered Drawings and/or Stamp of Approvals. Additional costs are required if Stamped Engineered Drawings are required.
- Unless noted, the above price does not include costs needed for Site Specific Safety Orientation/Certification or Drug & Alcohol testing if needed.
- The above pricing does not include any background check(s) and/or fingerprinting processing fees unless otherwise noted.
- The project does not include any building permits unless noted.
- The project does not include any liquidated damages unless noted.
- Expedited shipping is not included unless noted in scope of work
- Abatement of Hazardous Material Remediation is not included unless noted.
- IAQ Testing, Leeds, or 3<sup>rd</sup> Party Commissioning Agent is not included unless noted in the scope.
- Any work not indicated in the scope documents.



## ***Project Agreement Terms and Conditions***

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Throughout this Agreement:

Trane Commercial Services Tampa Bay shall be known as the Customer.

CTHX shall be known as the Contractor.

These terms and conditions of the Agreement (the "Agreement") and all of the sections included, are integral parts of and form the Agreement between the Contractor and the Customer. In the event the Customer seeks to have the Contractor enter into a separate written contract for the scope of work of this Agreement (the "Work"): (1) the separate written contract must be acceptable to the Contractor; (2) the entire Agreement shall be attached to and incorporated by reference in such separate written contract, (3) to the extent that there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the separate written contract, the terms and conditions of this Agreement shall control; and (4) if the Contractor and the Customer are unable to agree upon a mutually acceptable separate written contract, the Contractor shall have the right to rescind the quote included with this Agreement without liability to the Contractor.

This Agreement shall not include maintenance, repairs, service or replacements necessitated by any loss or damage resulting from any cause beyond the control of the Contractor, including but not limited to damage or loss due to lack of water, freezing, loss or insufficient electric power or fuel source, hail, flood, windstorm, excessive rain, snow, freezing weather, lightning, earthquake, theft, fire, riots of any origin, strikes, wars, misuse, negligence by person(s) other than those representing the Contractor, vandalism, acts of government, building code requirements, insurance company requirements, unauthorized adjustments or repairs, or any other peril or act of God. The cost of all repairs, modifications, or alterations necessitated by the above shall be the responsibility of the Customer and payable to the Contractor at the Contractor's current service rates.

All reasonable efforts shall be extended in performing the Work as requested by the Customer, but the Contractor shall not be liable for any losses, liquidated damages or consequential damages that arise out of delays, misuse by the Customer, or the Customer's agents or employees. The Customer acknowledges that, to the extent the Work requires the Contractor to order materials and/or equipment from its suppliers and vendors, any lead times communicated to the Customer or included in the Agreement are estimates only based upon information provided by such suppliers and vendors, and such estimates are outside the reasonable control of the Contractor. The Contractor agrees to use its reasonable efforts to obtain materials and equipment consistent with such estimated lead times; however, to the extent any deliveries occur beyond such estimated lead times, the Contractor: (1) will communicate such delays within three (3) days of when the Contractor discovers such delay; (2) shall be entitled to an extension of time to perform its Work; and (3) shall not be liable for any liquidated damages associated with such delays in delivery.

The Customer agrees to pay the Contractor the price set forth in the Agreement (the "Price"). The terms of payment for all invoices submitted by the Contractor are net thirty (30) days from the Customer's receipt of such invoice. The Customer's obligation to pay the Contractor shall not be contingent upon or delayed by prior payment of a third-party, including but not limited to any insurance companies or the Customer's client. In the event that the Customer objects to the charges in any invoice, the Customer shall notify the Contractor in writing the basis for such objection within fifteen (15) days of its receipt of such invoice, and if the Customer fails to provide written notice within such timeframe, the Customer's objection shall be deemed waived, and the invoice shall be deemed due and payable for the amount of such invoice. The Price does not include any costs associated with using any invoicing software, portals or services required by the Customer or of any requirement by the Customer for the Contractor to procure additional insurance or higher limits of insurance than are typically carried by the Contractor. To the extent there are any costs incurred by the Contractor to comply with any such requirements, the Customer agrees to reimburse the Contractor for such additional costs. The Customer will be responsible for any price increases that the Contractor incurs as a result of any tariffs imposed on the equipment and materials reflected in its scope of work, including any tariffs on any component parts of the equipment and materials. In the event the Contractor incurs any such tariff-related price increase, the Customer will issue a change order to the Contractor to adjust the contract price to reflect the tariff-related price increase.

The Customer further agrees to pay finance charges of 1½% per month for invoices not paid within thirty (30) days of the Customer's receipt of such invoice. In the event that the Customer fails to pay the Contractor in accordance with the agreed payment terms: (1) the Contractor may, at its sole discretion, stop all work under this Agreement and any other Agreement between the Contractor and the Customer until such time as the Customer's account is brought current; and (2) the Customer agrees to reimburse the Contractor for any and all costs of collection of the outstanding balance, including but not limited to the Contractor's attorneys' fees, expert fees, court costs and any other legal expenses that the Contractor incurs, even if the costs of collection exceed the outstanding balance. The Contractor and the Customer agree that in the event a dispute arises with respect to this Agreement, such dispute shall be resolved

in a court of competent jurisdiction in the county in which the Contractor's home office is located and this Agreement shall be governed and interpreted by the laws of the state in which the Contractor's home office is located, exclusive of its conflict of laws principles. THE CONTRACTOR AND THE CUSTOMER EXPRESSLY CONSENT TO THE PERSONAL JURISDICTION OF THE AFOREMENTIONED STATE, AGREE TO THE AFOREMENTIONED COUNTY AS THE APPROPRIATE VENUE FOR DISPUTES, AND IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT.

The Contractor's liability hereunder shall not exceed the amount paid to the Contractor under this Agreement. In no event shall the Contractor be liable for consequential damages or losses, including but not limited to loss of profits, loss of use of the Work, loss of the use of any associated or supported equipment, high or unusual utility cost, investment cost of substitute facilities, or rental of equipment. In the event the project for which the Work is being performed is covered by builder's risk insurance, the Contractor shall be named as an additional insured on such builder's risk policy, and within three (3) days of the execution of the Agreement, the Customer shall provide the Contractor with a certificate of insurance reflecting the Contractor's status as an additional insured of such policy. If, during the performance of the Agreement, the Work is damaged as a result of the acts or omissions of the Customer, of the Customer's other contractors and/or subcontractors, and/or any other third-parties, the Customer shall be responsible for reimbursing the Contractor for reasonable charges associated with the repair and/or replacement of the Work.

The Contractor agrees to warrant the labor and installation of materials, part and equipment used in connection with the Work for a period of one (1) year from substantial completion of the Work (the "Warranty Period"). Provided the Customer notifies the Contractor in writing so that it is received by the Contractor during the Warranty Period, the Contractor agrees to either repair or replace any defective installation performed by the Contractor. The determination as to whether such work is to be repaired or replaced is within the sole discretion of the Contractor. In the event the Customer requires the Contractor to enter into a separate written contract, and such document requires a longer warranty period than as stated herein, including but not limited to the point at which the Warranty Period commences, the Customer agrees that, to the extent the Contractor can obtain an extended warranty from the manufacturer(s) of the of materials, part and equipment to comply with such longer warranty period, the Customer agrees to pay the Contractor for any additional charges associated with obtaining such extended warranty. Any warranty of the materials, parts and equipment installed by the Contractor shall be subject to the manufacturers' standard warranty terms, if any, and the Customer's exclusive remedy with respect to any claims of defects in such materials, parts or equipment shall be governed by the manufacturers' standard warranty. To the fullest extent permitted by law, the Customer shall defend, indemnify and hold harmless the Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of the Customer, anyone directly or indirectly employed by the Customer, or anyone for whose acts the Customer may be liable, regardless of whether it is caused in part by the negligence of the Contractor. Further and notwithstanding the preceding sentence, the Contractor shall be held harmless by the Customer and shall not be liable to the Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at the Customer's location(s) and shall have no obligation to treat, identify or remove such mold. In the event the Customer requires the Contractor to enter into a separate written contract, and such document requires the Contractor to hold harmless, indemnify, and/or defend the Customer and/or third parties, any such requirement shall be limited to the extent of the Contractor's negligence, and the Contractor shall have no obligation to hold harmless, indemnify or defend the Customer and/or third parties for the negligence of the Customer and third parties.

The Customer and the Contractor acknowledge that pandemics and/or epidemics may severely impact the location where the services will be performed. As a result, in the event of a pandemic and/or epidemic, Federal, State and Local guidelines and requirements may be imposed and modified, which may impact the timing and cost of the services under the Agreement.

The Customer and the Contractor agree that: (1) the Customer and the Contractor will both use commercially reasonable efforts with respect to the services under the Agreement; (2) the Customer and the Contractor and their respective employees, agents and representatives will comply with applicable Federal, State and Local government quarantines, shelter-in-place orders, regulations, executive orders and/or directives, including but not limited to any recommendations or requirements of the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable State or Local agencies (collectively, "Pandemic/Epidemic Requirements"); (3) the Customer and the Contractor will both use commercially reasonable efforts to keep each other informed of pertinent updates or developments regarding their obligations to comply with Pandemic/Epidemic Requirements; and (4) if the Contractor's performance of the Work is delayed, suspended and/or effected by Pandemic/Epidemic Requirements and/or by their direct or indirect impacts, the Contractor shall be entitled to adjustments to the schedule and/or the prices under the Agreement, provided the Contractor notifies the Customer within a reasonable period of time after the Contractor learns of the delay, suspension and/or effect.



## **Tab 3**



Trane U.S. Inc.  
902 N. Himes Avenue  
Tampa, FL 33609  
Phone: (813) 877-8251  
Fax: (813) 877-8257

July 14, 2025

Encore Community Development Distr  
2700 S FALKENBURG RD SUITE 2745  
Riverview, FL 33578-3357

Site Address:  
Encore Community Development D  
1004 N Nebraska Ave  
Tampa, FL 33602

**PROJECT NAME:** Encore City Water Station piping

The cooling towers at the Encore chiller plant primarily use well water as their makeup water source. This well water is pumped through a set of water softeners, which is crucial for maintaining peak efficiency. The tower water flows through the chillers to extract heat, and for optimal performance, the heat transfer surfaces must be kept as clean as possible. Hard water contains calcium, which tends to adhere to hot surfaces, such as the tubes in the chiller. The water softeners significantly reduce the calcium content, thereby protecting the heat transfer process in the condenser side of the chiller.

Additionally, the cooling towers are equipped with a city makeup water station. Since city water is expensive, the operational goal is to use well water as the primary source and resort to city water only if the well fails or cannot supply sufficient water volume. During the initial installation in 2012, city water was piped directly to the cooling tower without passing through the water softeners, entering the tower untreated for softness. Trane recommends rerouting the city water piping system to pass through the softeners when engaged.

We are pleased to propose the following Trane services to perform this work. Our services will be executed using Trane's exclusive procedures by factory-trained and experienced technicians. These procedures are environmentally and safety conscious while ensuring efficient service delivery.

**SCOPE OF SERVICE**

Trane U.S. will provide the labor, materials, and services required to perform the following.

- Drain City Water piping and prep work site and notify affected.
- Provide labor and materials to install a Schedule 80 PVC piping from city water inlet to water softener.
- Provide and install new Butterfly valves to isolate city water from well water.
- Existing butterfly valves to on water softener to remain as is.
- Provide a bypass back to the existing city water piping to towers to allow redundancy.

**TOTAL PRICE:**.....**\$24,123.85**

**Picture of the city makeup water station**



**city water station piping to the towers**



## City water piping bypassing the softener and feeding directly into the towers



### CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from July 14, 2025.

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.**

#### CUSTOMER ACCEPTANCE

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchase Order

\_\_\_\_\_  
Acceptance Date

Trane's License Number: CAC023485

## TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

**1. 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 services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**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. Acceptance.** 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. 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 the 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 Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. 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 Services rendered by Company to the date of cancellation.

**4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**6. Services Fees and Taxes.** Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**7. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 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 or otherwise enforcing these terms and conditions.

**8. Customer 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 connection with 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 the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

**9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company 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. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”) including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**12. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the “Limited Warranty”). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; 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 or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. 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 REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. 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

**13. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify 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 personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or 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 or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**14. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

#### 15. 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), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.

**16. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). 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 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 any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**17. Insurance.** Company agrees to maintain the following insurance during the term of the contract 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 or its insurer waive its right of subrogation

**18. 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 ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services 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; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor 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.

**19. 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 Services are 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 Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States 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 Services. 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, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their 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. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**20. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order

11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**21. U.S. Government Contracts.**

**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 / Purchase Order 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: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby 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 contractor's 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 Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. 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.

1-10.48 (0225)  
Supersedes 1-10.48 (1024)

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## **SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

**"Customer Data"** means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

**"Equipment"** shall have the meaning set forth in the Agreement.

**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

**"Services"** shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.



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15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
  16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
  17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2

## APPENDIX

### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

### CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



## Tab 4

# ENCORE

## IS Central Plant and Buildings Report

June 2025



TRANE  
TECHNOLOGIES

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: Key Performance Indicators - Financial

SECTION 2: Key Performance Indicators - Operational

SECTION 3: CEP & Bldg. Heat Exchanger Performance

SECTION 4: Ice Generation and Usage

### Customer Contacts

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Stephanie DeLuna, 813-533-2950

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

SECTION 5: Buildings Heat Exchanger Analysis

SECTION 6: Water Treatment

SECTION 7: Time of Use Electric Rates

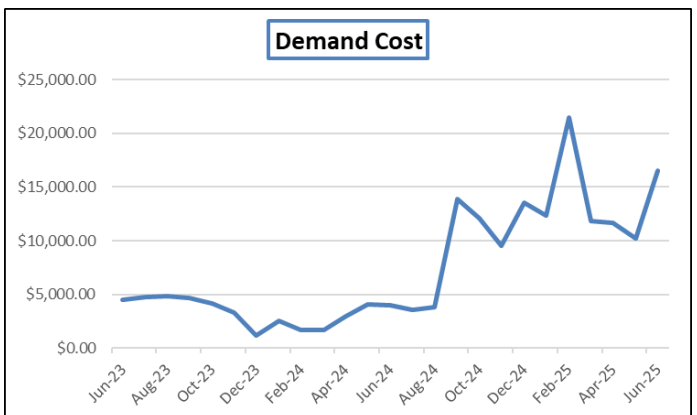
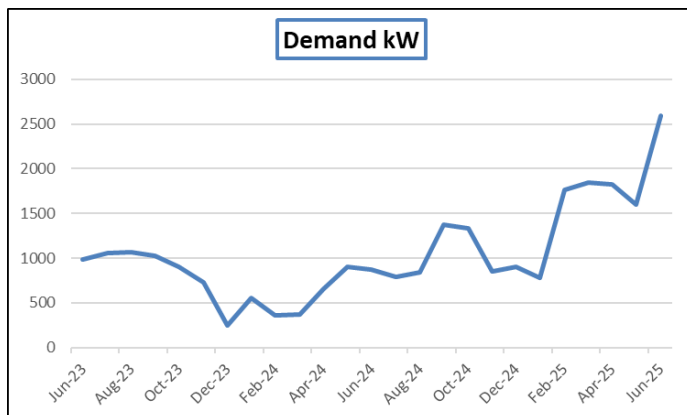
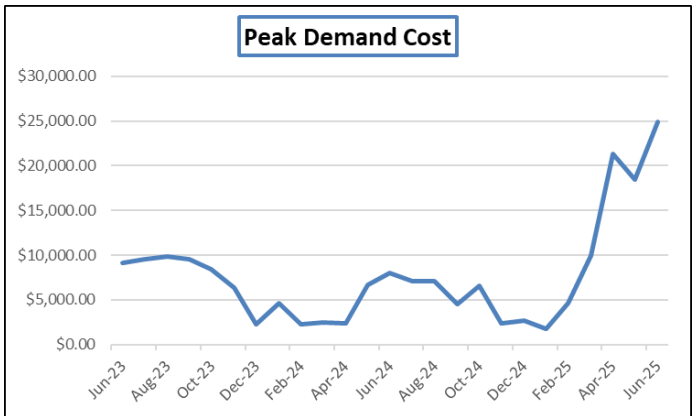
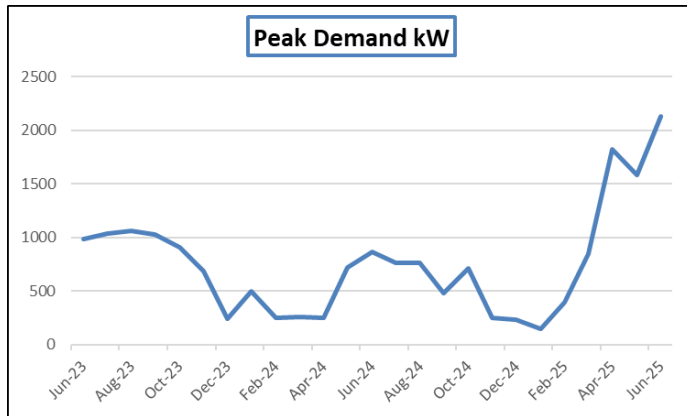
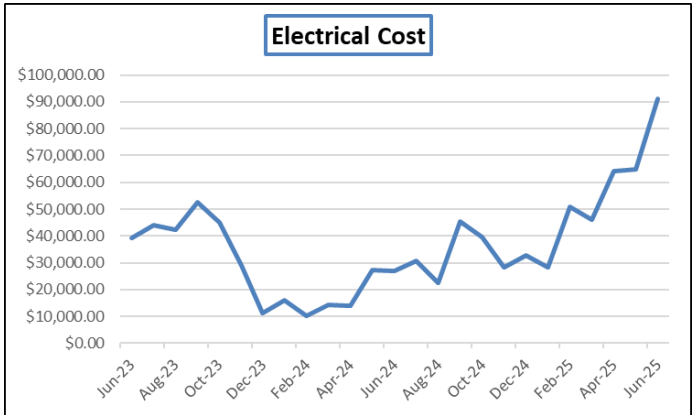
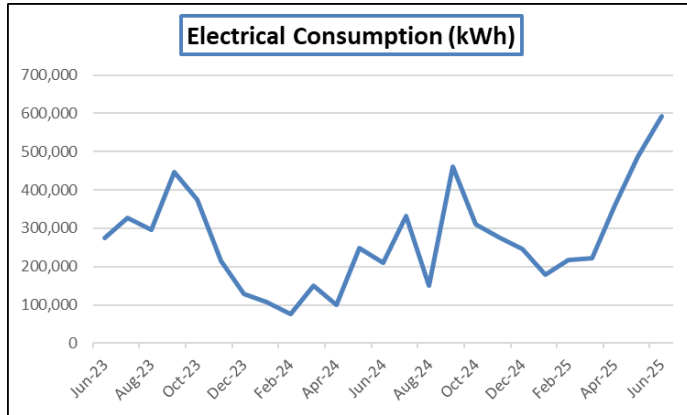
SECTION 8: Operations, Maintenance & Repairs



## SECTION 1: Key Performance Indicators (KPI) - Financial

### CEP Key Performance Indicators (KPI) - Financial

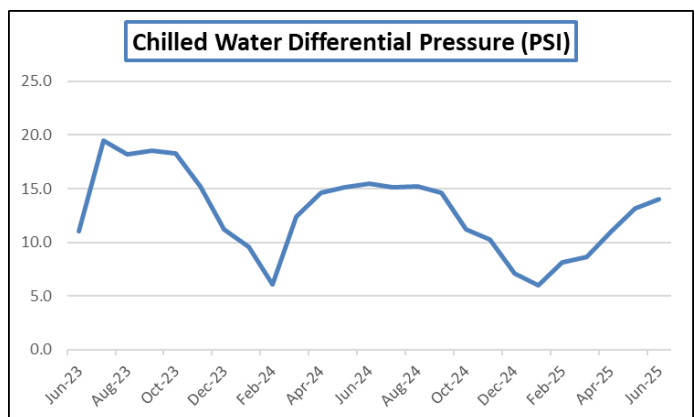
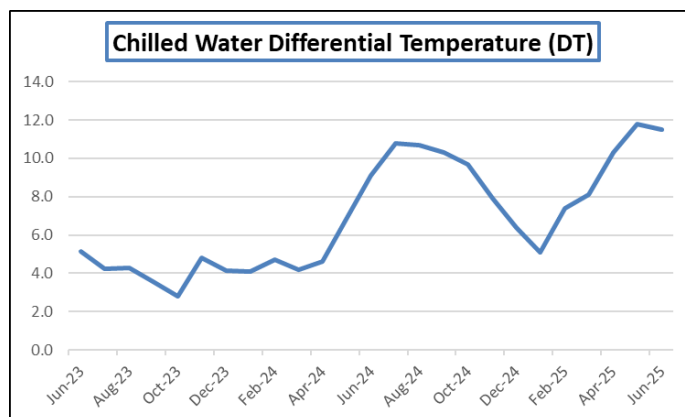
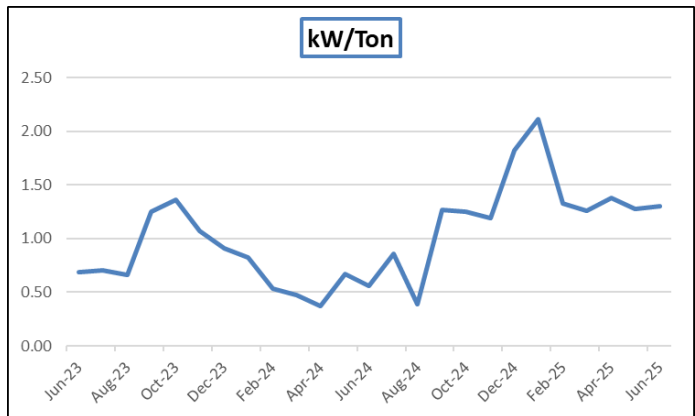
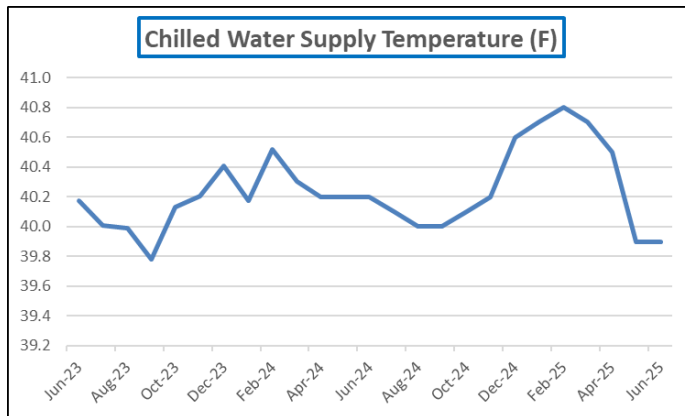
Performance Metric	Current Month	Previous Month	Previous Year	Year to Date
Electrical Consumption (kWh)	593,054	486,687	209,544	2,057,913
Electrical Cost	\$91,089.10	\$64,917.38	\$26,824.86	\$345,451.67
Peak Demand Consumption (kW)	2,129	1,581	868	6,935
Peak Demand Cost	\$24,909.30	\$18,497.70	\$8,055.04	\$81,139.50
Demand Consumption (kW)	2,589	1,602	868	10,411

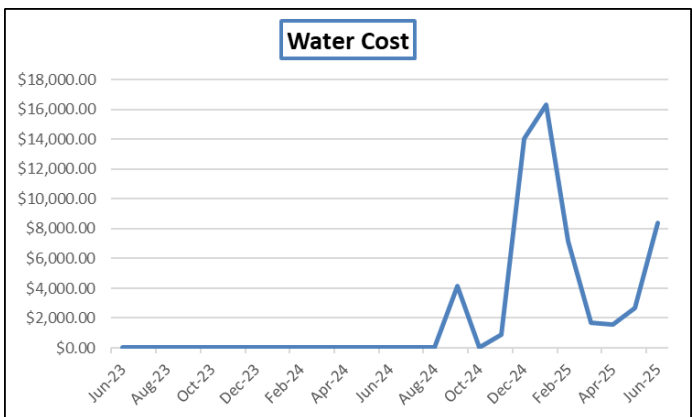
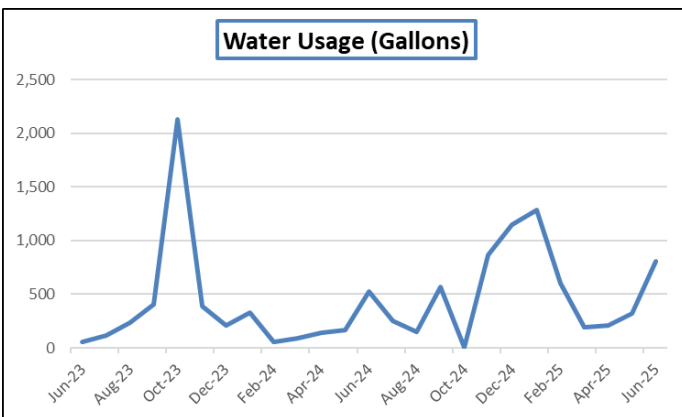
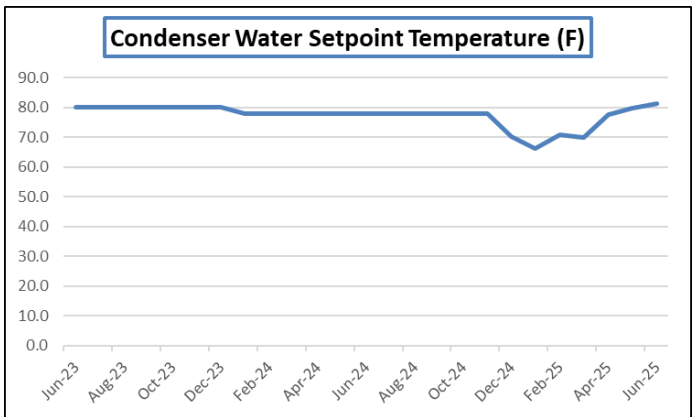
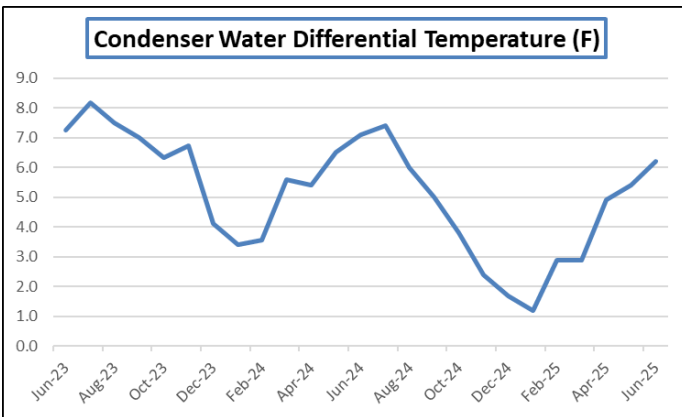
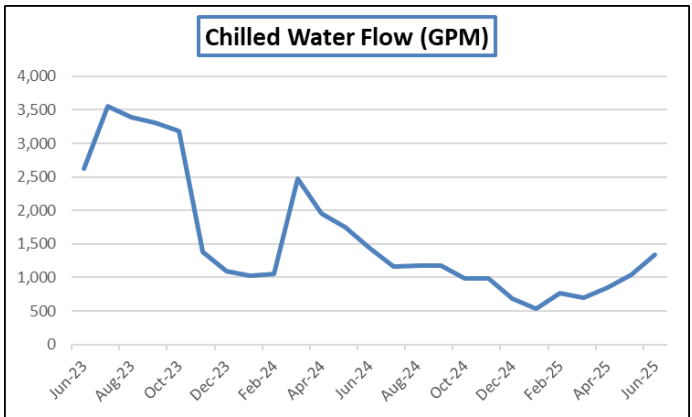
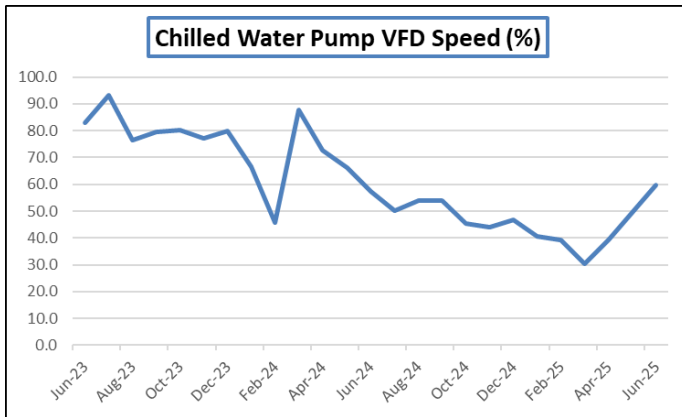




## SECTION 2: Key Performance Indicators (KPI) - Operational

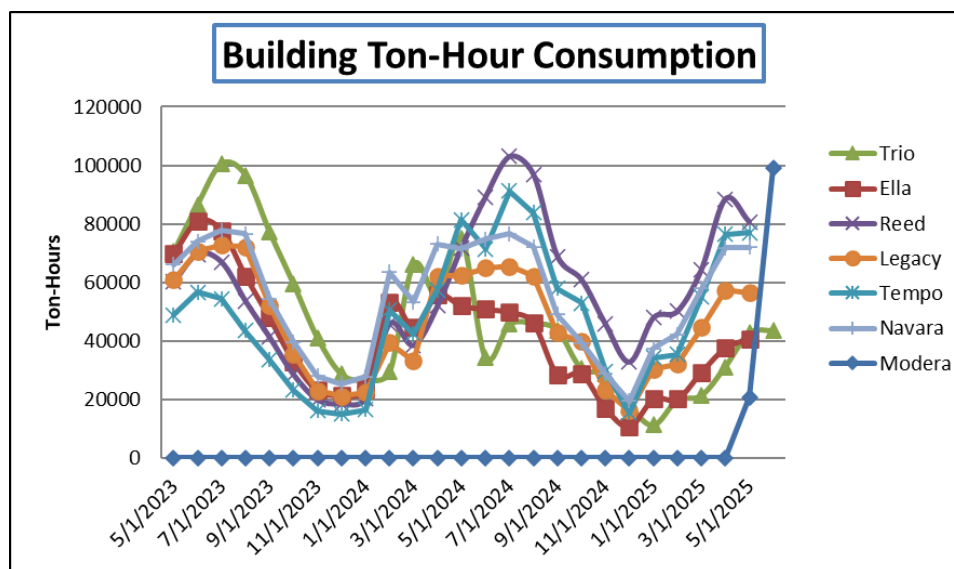
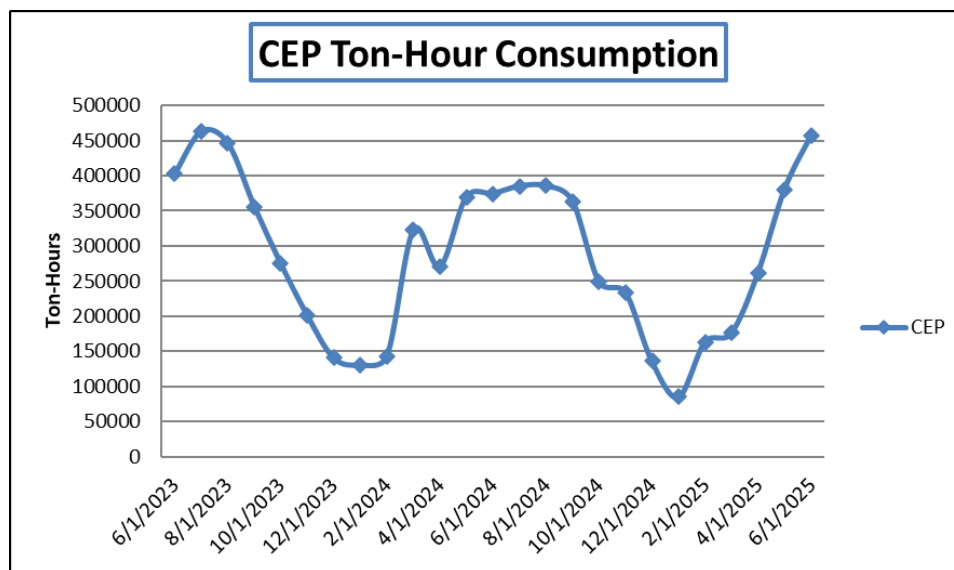
CEP Key Performance Indicators (KPI) - Operational				
Performance Metric	Current Month	Previous Month	Previous Year	Year to Date
Chilled Water Supply Temperature (F) (Avg)	39.9	39.9	40.2	40.4
Plant Efficiency (kW/Ton) (Avg)	1.30	1.28	0.56	1.44
Chilled Water Differential Temperature (F) (Avg)	11.5	11.8	9.1	9.0
Chilled Water Differential Pressure (PSI) (Avg)	14.0	13.2	15.5	10.1
Chilled Water Pump VFD Speed (%) (Avg)	59.6	49.5	57.5	43.0
Chilled Water Flow (GPM) (Avg)	1,340	1,038	1,438	871
Condenser Water Differential Temperature (F) (Avg)	6.2	5.4	7.1	3.9
Condenser Water Setpoint (F) (Avg)	81.1	79.8	78.0	74.2
Water Usage (Gallons)	809	317	526	3,409
Water Cost	\$8,378.72	\$2,680.80	\$0.00	\$37,828.60



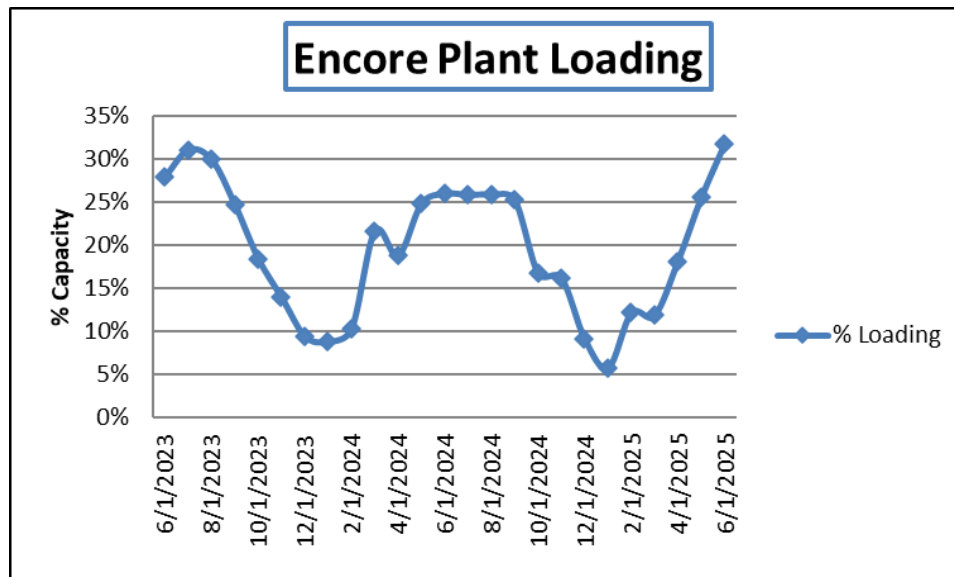


### SECTION 3: CEP and Building Heat Exchanger Performance

CEP and Building Heat Exchanger Performance				
Performance Metric	Current Month	Previous Month	Previous Year	Year to Date
CEP Ton Hour Consumption	456,793	379,974	374,553	1,522,481
Navara Ton Hour Consumption	72,037	71,835	71,367	301,002
Legacy Ton Hour Consumption	56,480	57,297	62,447	236,998
Ella Ton Hour Consumption	40,761	37,601	51,983	158,750
Reed Ton Hour Consumption	80,664	88,454	71,843	364,187
Trio Ton Hour Consumption	43,621	42,720	34,395	170,027
Tempo Ton Hour Consumption	77,060	76,513	81,414	293,918
Modera Ton Hour Consumption	99,263	20,697	0	119,960







The current month's Plant Loading of 32% was a 24.2% increase from the previous month.

### Central Plant System Information

Average Values Unless Noted	System CHWR Temp	System CHWS Temp	System Delta T	System Flow	Total System Tons	Total System Ton/Hrs	CHW Differential Pressure	CHW Differential Setpoint	kWh	kW/Ton	Cooling Degree Days
2024											
Jan	42.2	40.2	4.1	1,028	522,590	130,648	9.6	12.0	107,116	0.82	64
Feb	43.7	40.5	4.7	1,049	572,005	143,001	6.1	12.0	75,860	0.53	59
Mar	43.1	40.3	4.2	2,479	1,289,569	322,392	12.4	12.0	151,391	0.47	205
Apr	44.5	40.2	4.6	1,961	1,082,375	270,594	14.6	14.9	101,219	0.37	257
May	47.1	40.2	6.9	1,748	1,479,052	369,763	15.1	15.0	248,123	0.67	534
Jun	49.3	40.2	9.1	1,438	1,498,212	374,553	15.5	15.5	209,544	0.56	541
Jul	50.9	40.1	10.8	1,157	1,540,142	385,035	15.1	15.1	332,128	0.86	583
Aug	50.7	40.0	10.7	1,172	1,541,799	385,450	15.2	15.2	150,042	0.39	577
Sep	50.3	40.0	10.3	1,180	1,455,063	363,766	14.6	14.6	461,042	1.27	529
Oct	49.8	40.1	9.7	979	997,682	249,420	11.2	11.1	310,744	1.25	354
Nov	48.1	40.2	7.9	979	934,901	233,725	10.3	9.1	276,988	1.19	262
Dec	47.0	40.6	6.4	681	543,043	135,761	7.1	5.7	246,589	1.82	99
2025											
Jan	45.8	40.7	5.1	532	340,223	85,056	6.0	4.9	179,369	2.11	25
Feb	48.2	40.8	7.4	773	652,296	163,074	8.1	6.9	216,172	1.33	125
Mar	48.7	40.7	8.1	695	704,665	176,166	8.6	6.3	221,917	1.26	178
Apr	50.8	40.5	10.3	846	1,045,671	261,418	10.9	10.4	360,715	1.38	351
May	51.7	39.9	11.8	1,038	1,519,897	379,974	13.2	13.2	486,687	1.28	525
Jun	51.3	39.9	11.5	1,340	1,827,174	456,793	14.0	14.0	593,054	1.30	526

- CEP total kWh consumption increased 22%, Ton-Hour consumption increased 20.2%, and total cooling degree days increased by .2% from the previous month.

### Glycol Heat Exchanger Performance

Row Labels	HX1 CHWS	HX1 CHWR	HX1 Glycol CHWS	HX1 Glycol CHWR	HX2 CHWS	HX2 CHWR	HX2 Glycol CHWS	HX-2 Glycol CHWR	GCHP-5 Speed%	GCHP-6 Speed%
2025										
Jun	44.5	53.0	41.3	50.8	44.6	53.1	41.6	49.7	0.0	18.8

## Condenser Water System Information

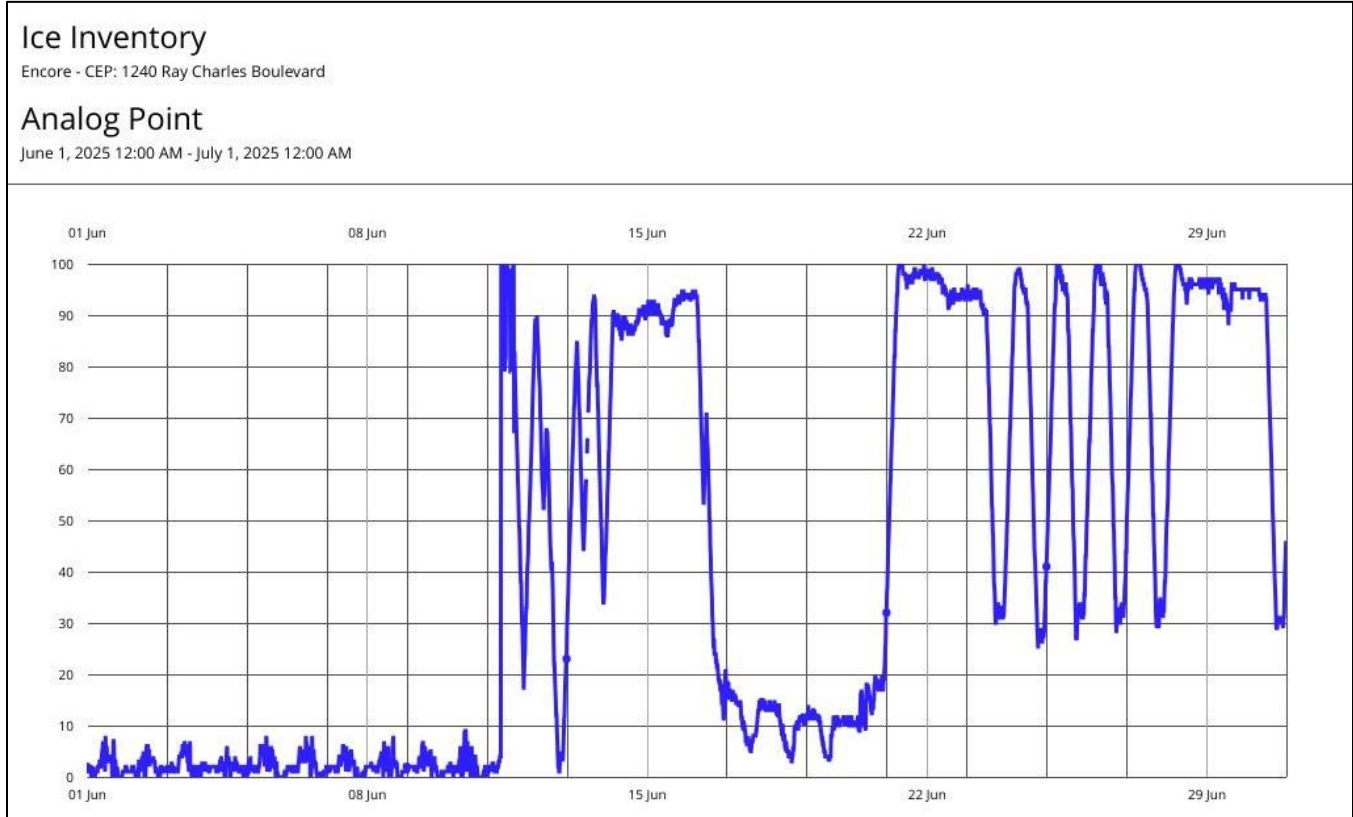
Condenser Water <input type="button" value="v"/>	Average Supply Temp (°F)	Average Return Temp (°F)	Average Delta T (Δ°F)	Average Wet Bulb Adj Setpt
<input type="button" value="[-"/> 2024				
<input type="button" value="+"/> Aug	81.3	84.1	2.8	0.0
<input type="button" value="+"/> Sep	80.5	83.7	3.2	0.0
<input type="button" value="+"/> Oct	79.6	81.6	2.0	0.0
<input type="button" value="+"/> Nov	73.8	76.2	2.4	0.0
<input type="button" value="+"/> Dec	69.1	70.8	1.7	70.1
<input type="button" value="[-"/> 2025				
<input type="button" value="+"/> Jan	64.9	66.0	1.0	66.1
<input type="button" value="+"/> Feb	71.7	74.6	2.9	70.7
<input type="button" value="+"/> Mar	70.3	73.1	2.9	69.8
<input type="button" value="+"/> Apr	77.9	82.7	4.9	77.7
<input type="button" value="+"/> May	80.1	85.5	5.4	79.8
<input type="button" value="+"/> Jun	81.1	87.3	6.2	81.1

## Average Individual Monthly Condenser Water Pump Speed% and Monthly Average

Row Labels <input type="button" value="v"/>	Average CWP-1 Speed%	Average CWP-2 Speed%	Average CWP-3 Speed%	Average CWP-4 Speed%	Average CWP-5 Speed%	Average CWP Speed%
<input type="button" value="[-"/> 2025						
<input type="button" value="+"/> Jan	--	95.5	88.7	--	--	93.7
<input type="button" value="+"/> Feb	30.0	84.2	83.7	--	--	84.2
<input type="button" value="+"/> Mar	85.0	84.7	84.8	85.0	84.9	84.9
<input type="button" value="+"/> Apr	76.7	76.3	76.3	--	80.6	--
<input type="button" value="+"/> May	93.8	86.8	92.9	--	97.1	91.9
<input type="button" value="+"/> Jun	88.1	84.9	84.9	85.0	87.6	77.1

## SECTION 4: Ice Generation and Usage

### Ice Inventory and Usage June 2025



Ice Inventory - 2025				
	This Period	Last Period	Year to Date	Comments
Days Failed to Make Ice	12	15	73	Ice calibration and testing in April
Minimum Ice Level	-4.3	-2	22.2	
Average Days on Ice	0.2	0.1	0.3	
Maximum Days on Ice	0.4	0.3	0.9	
Maximum Hours on Ice	10	8	21.8	



## SECTION 5: Buildings Heat Exchanger 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 Diff Press	Average Control Valve Signal	Average Control Valve Feedback
2024											
Jan	54.0	40.7	9.3	96	14.0	149,398	58.4	54.2	4.1	28.1	28.0
Feb	53.2	40.7	8.5	130	14.0	171,829	52.4	48.2	4.2	44.2	43.8
Mar	54.2	40.5	9.6	169	14.0	268,429	57.0	52.7	4.3	32.7	32.2
Apr	53.8	40.4	9.4	217	14.0	306,025	58.2	53.6	4.6	34.3	34.0
May	52.4	40.4	8.0	303	14.0	442,981	58.9	53.8	5.1	43.5	43.0
Jun	55.8	40.8	11.0	230	14.0	396,705	60.6	56.0	4.6	31.0	23.6
Jul	58.4	40.5	13.9	175	14.0	385,483	64.4	60.2	4.2	3.5	24.2
Aug	58.2	40.4	13.8	185	14.0	398,658	63.7	59.4	4.3	0.0	25.0
Sep	58.4	40.5	13.9	174	14.0	372,919	63.5	59.3	4.3	0.0	24.3
Oct	58.6	41.3	13.4	137	14.0	254,526	59.8	55.6	4.2	0.0	23.8
Nov	54.4	44.9	9.5	158	14.0	69,096	59.2	54.8	4.4	0.0	24.9
Dec	52.2	40.7	11.5	84	14.0	105,203	54.9	50.8	4.0	0.0	23.0
2025											
Jan	50.8	41.0	9.8	63	14.0	78,029	52.2	48.2	3.9	0.0	22.0
Feb	53.7	40.9	12.8	103	14.0	150,151	55.1	51.0	4.1	0.0	23.6
Mar	53.4	40.8	12.6	107	14.0	169,485	55.5	51.4	4.0	21.3	23.4
Apr	54.3	40.8	13.5	143	14.0	232,812	84.7	80.7	4.1	23.1	24.5
May	53.9	40.0	13.9	187	14.0	99,432	64.2	59.9	4.3	23.5	24.9
Jun	52.6	40.3	12.3	200	12.3	171,516	77.8	73.5	4.3	25.3	26.6

Plant 6-13-25 12:15PM

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 Control Valve Signal	Average Control Valve Feedback
2024											
Jan	50.9	46.2	4.7	241	45	144,771	19.3	64.6	59.6	93.4	92.8
Feb	50.6	44.5	6.0	257	45	177,294	19.5	65.1	60.4	86.8	86.0
Mar	51.8	44.9	6.9	301	45	254,220	19.9	66.1	61.3	90.5	89.8
Apr	52.1	44.7	7.4	322	45	289,609	20.5	67.2	62.0	90.4	89.5
May	53.1	41.5	11.7	315	45	445,037	11.2	54.0	48.7	89.3	88.4
Jun	64.6	43.4	21.2	283	44	679,848	7.2	50.2	45.3	94.9	94.1
Jul	55.7	43.7	12.0	223	44	329,584	4.0	44.4	39.4	91.8	91.0
Aug	55.6	43.6	12.0	228	44	339,531	3.4	45.6	40.4	91.3	90.5
Sep	54.9	44.8	10.1	243	43	294,822	4.0	43.4	38.2	99.7	99.1
Oct	54.9	46.5	8.4	229	43	207,921	4.0	47.1	42.2	98.6	98.2
Nov	53.7	46.3	7.5	216	43	198,401	4.0	48.1	43.2	99.4	98.8
Dec	--	--	--	--	--	--	--	--	--	--	--
2025											
Jan	--	--	--	--	--	--	--	--	--	--	--
Feb	--	--	--	--	--	--	--	--	--	--	--
Mar	53.0	45.6	7.4	183	44	171,593	3.0	52.2	47.5	97.3	96.9
Apr	54.4	44.7	9.7	202	44	239,424	3.0	54.7	50.4	94.3	93.7
May	68.3	43.4	24.9	216	44	674,910	3.0	55.4	51.0	88.9	88.1
Jun	73.6	42.7	30.9	216	43	800,729	3.0	59.7	55.4	91.3	90.4

Building chilled water return sensor is bad, reading high, and needs to be replaced.



## Legacy - Plant and Building Side Heat Exchanger Information

Legacy Plant	Average Return	Average Supply	Average Delta	Average Flow	Average Delta T		Average CHW	Average CHW	Average Diff	Average Control	Average Control
Side HX	Temp	Temp	T	(GPM)	Setpoint	Total Tons	Supply Pressure	Return Pressure	Press	Valve Signal	Valve Feedback
2024											
Jan	51.9	40.5	11.4	58	14.0	84,999	58.8	56.3	2.5	30.4	21.8
Feb	54.3	40.6	13.7	56	14.0	90,058	52.0	49.6	2.4	56.4	21.2
Mar	54.3	40.4	14.0	90	14.0	158,035	57.1	54.3	2.8	43.1	34.6
Apr	54.3	40.3	14.0	100	14.0	168,162	58.5	55.6	3.0	43.3	38.1
May	54.7	40.2	14.5	139	14.0	249,275	57.3	53.5	3.8	83.8	71.3
Jun	54.6	40.3	14.4	145	14.0	250,168	57.8	54.0	3.9	84.6	84.4
Jul	54.4	40.2	14.2	148	14.0	260,021	60.0	56.1	3.9	86.2	85.9
Aug	54.2	40.1	14.2	150	14.0	262,855	59.5	55.6	3.9	86.8	86.6
Sep	54.2	40.1	14.2	147	14.0	249,596	59.5	58.9	0.6	86.2	86.0
Oct	55.0	40.4	14.6	112	14.0	171,669	57.0	53.9	3.1	80.0	79.7
Nov	56.0	41.8	14.2	93	14.0	159,382	55.6	52.7	2.9	68.8	68.7
Dec	0.0	0.0	14.4	71	14.0	0	53.5	51.0	2.5	77.0	77.0
2025											
Jan	53.9	40.0	13.9	36	14.0	58,117	51.3	49.2	2.1	51.9	51.8
Feb	53.9	39.7	14.2	77	14.0	121,685	53.6	51.0	2.5	69.0	68.8
Mar	53.6	39.6	14.0	74	14.0	128,433	54.0	51.5	2.5	63.1	62.9
Apr	53.9	39.6	14.4	104	14.0	179,519	82.4	79.5	2.8	74.7	74.4
May	53.2	38.8	14.4	148	14.0	81,552	59.9	56.0	3.9	86.8	86.5
Jun	53.3	39.1	14.2	135	14.0	133,844	74.3	70.8	3.5	82.4	82.2

Legacy Bldg Side	Average Return	Average Supply	Average	Average Flow		Average CHW	Average CHW	Average Water	Average Bldg Dp	Average Panel
HX	Temp	Temp	Delta T	(GPM)	Total Tons	Supply Pressure	Return Pressure	Press Dp	Setpoint	Bldg DP
2024										
Jan	52.2	45.8	6.4	94	73,346	5.8	74.7	68.9	7.5	--
Feb	54.1	46.9	7.3	93	78,981	7.2	74.4	67.3	5.0	--
Mar	54.5	45.6	8.9	133	146,942	5.5	80.4	74.9	7.8	--
Apr	54.6	44.8	9.8	136	160,419	5.2	81.8	76.6	6.9	--
May	55.3	45.1	10.2	193	243,298	5.0	91.4	86.4	7.9	--
Jun	55.1	45.2	9.9	203	243,044	4.1	92.5	88.3	7.3	--
Jul	56.2	43.2	13.0	166	260,009	6.1	84.3	78.3	8.0	--
Aug	56.8	42.2	14.7	145	264,674	5.4	79.7	74.4	8.0	--
Sep	56.6	42.2	14.3	145	250,109	4.7	79.9	75.2	8.0	--
Oct	55.9	45.3	10.6	147	165,108	8.3	86.9	78.6	8.0	--
Nov	56.6	48.1	8.5	142	153,637	6.6	97.9	91.3	8.0	--
Dec	--	--	--	--	--	--	--	--	--	--
2025										
Jan	55.3	51.4	3.9	152	60,465	4.3	76.6	72.3	8.0	8.0
Feb	55.5	47.9	7.5	80	67,647	5.8	92.9	87.1	8.0	5.0
Mar	55.4	46.8	8.6	103	112,609	5.6	79.1	73.6	6.9	4.2
Apr	56.6	45.1	11.5	131	182,367	7.1	80.0	72.9	5.0	5.1
May	55.4	45.2	10.2	194	74,181	5.2	94.8	89.6	23	14.0
Jun	56.0	43.6	12.5	150	129,805	7.3	84.1	76.9	20.0	7.3



## 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 Control Valve Signal	Average of Valve FB
2024								
Jan	44.8	40.6	4.3	167	79,950	14.0	20.2	--
Feb	46.8	40.4	6.3	108	75,452	14.0	20.0	--
Mar	45.5	40.3	5.2	212	134,359	14.0	20.1	--
Apr	44.8	40.2	4.6	249	137,469	14.0	20.0	--
May	47.7	40.3	7.4	246	223,676	14.0	20.0	--
Jun	48.1	40.3	7.9	224	208,460	14.0	20.0	--
Jul	48.1	40.2	7.9	212	203,888	14.0	20.0	77.8
Aug	47.9	40.1	7.8	210	199,816	14.0	20.6	77.7
Sep	--	--	--	--	--	--	--	--
Oct	47.6	40.2	7.4	151	101,650	14.0	20.2	78.5
Nov	46.4	40.2	6.2	155	115,330	14.0	20.1	77.0
Dec	45.5	40.4	5.1	113	68,279	14.0	20.0	77.3
2025								
Jan	44.6	40.6	4.0	90	43,088	14.0	20.2	37.4
Feb	46.2	40.5	5.7	128	80,807	14.0	20.0	21.4
Mar	45.5	40.5	5.0	131	80,939	14.0	20.0	20.9
Apr	46.6	40.5	6.1	161	117,391	14.0	20.0	21.4
May	46.2	39.7	6.5	212	51,428	14.0	20.1	21.4
Jun	47.5	40.0	8.2	193	109,806	12.3	20.9	22.6

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 Control Valve Signal
2024	54.4	43.0	11.4	211	3,446,882	42	94.7
Jan	52.4	41.5	10.9	111	150,884	42	89.5
Feb	53.2	42.8	10.3	123	146,504	42	96.9
Mar	53.8	41.2	12.6	169	263,865	42	89.3
Apr	53.9	40.7	13.2	172	274,067	42	86.4
May	55.7	43.7	12.0	274	402,619	42	98.3
Jun	56.3	44.1	12.2	298	432,381	42	99.7
Jul	56.0	44.0	12.0	304	450,978	42	99.7
Aug	56.1	43.9	12.2	297	449,137	42	99.6
Sep	55.5	44.0	11.5	287	394,498	42	99.3
Oct	54.1	45.6	9.8	234	152,081	42	96.9
Nov	54.1	42.6	11.5	163	220,455	42	90.5
Dec	51.3	42.6	8.8	99	109,412	42	90.3
2025	40.9	35.0	5.9	118	573,821	34	74.9
Jan	47.1	42.4	4.7	75	47,736	42	90.4
Feb	0.0	0.0	0.0	0	0	0	0.0
Mar	48.9	42.2	6.7	114	101,651	42	89.0
Apr	50.8	42.8	8.0	167	167,210	42	91.3
May	52.1	43.0	9.1	211	238,973	42	93.9
Jun	4.3	3.6	0.7	18	18,250	3.5	7.8

## 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 Delta T Setpoint	Average Plant Control Valve	Average Control Valve Feedback
2024								
Jan	56.1	131.1	-75.0	125	-1,129,117	14	20.9	0.0
Feb	50.7	40.3	10.4	132	157,276	14	22.3	0.0
Mar	49.4	40.6	8.8	158	171,389	14	20.4	0.0
Apr	48.6	40.3	8.3	173	170,499	14	20.3	0.0
May	52.5	40.3	12.2	172	259,281	14	23.4	0.0
Jun	52.9	40.4	12.6	192	287,868	14	23.8	0.0
Jul	53.2	40.3	13.0	223	357,661	14	25.1	0.0
Aug	52.9	40.1	12.8	261	413,134	14	24.8	0.0
Sep	52.8	40.1	12.7	256	388,390	14	24.0	0.0
Oct	48.0	39.8	9.9	206	193,197	14	24.6	0.0
Nov	49.8	40.4	9.4	214	212,306	14	20.8	0.0
Dec	48.7	40.5	8.2	183	183,368	14	20.3	0.0
2025								
Jan	47.1	40.7	6.4	169	131,365	14	20.0	20.6
Feb	49.5	40.7	8.8	195	191,765	14	20.3	21.0
Mar	48.9	40.6	8.4	196	200,520	14	20.2	20.5
Apr	50.4	40.6	9.8	220	257,771	14	20.7	20.8
May	51.1	39.8	11.3	260	111,438	14	22.0	22.6
Jun	50.3	40.1	10.2	266	187,108	12	28.8	29.5

Reed Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average CHW Delta T	Average CHW Return Flow	Average CHW Setpoint	Total Bldg Tons	Average CHW Diff Pressure
2024							
Jan	57.4	47.2	10.3	75	44.0	94,092	9.9
Feb	54.3	42.3	12.0	71	44.0	97,985	11.5
Mar	53.9	41.9	12.0	120	44.0	178,528	14.6
Apr	53.6	41.5	12.1	131	44.0	190,010	15.2
May	56.3	43.7	12.5	200	44.0	312,243	15.8
Jun	56.7	43.8	12.9	210	44.0	325,658	15.9
Jul	56.6	43.5	13.1	221	44.0	357,877	16.0
Aug	56.2	43.2	13.0	219	44.0	352,109	16.0
Sep	56.3	43.4	12.8	213	44.0	326,989	16.0
Oct	57.8	47.0	10.8	146	44.0	220,733	12.8
Nov	53.9	41.9	12.0	138	44.0	199,799	13.1
Dec	53.0	41.3	11.7	85	44.0	125,191	9.9
2025							
Jan	51.2	40.8	10.4	64	44.0	84,194	9.4
Feb	53.6	41.7	11.9	105	44.0	138,855	11.2
Mar	53.3	41.4	12.0	98	44.0	144,845	11.4
Apr	54.0	41.9	12.1	146	44.0	211,406	14.0
May	55.4	42.5	12.8	191	44.0	303,524	15.9
Jun	54.7	42.0	12.7	190	44.0	290,863	15.9

## Trio – Plant and Building Side Heat Exchanger Information

Trio Plant Side HX	Average Plant Return Temp	Average Plant Supply Temp	Average Plant Delta T	Average Plant Delta T Setpoint	Average Plant CHWR Flow	Plant Total Tons	Average Control Valve Signal
2024							
Jan	49.4	40.5	8.9	14	28.4	33,512	26.9
Feb	58.3	40.6	17.7	14	38.0	89,907	48.6
Mar	51.9	40.4	11.6	14	57.0	77,846	21.5
Apr	51.5	40.3	11.1	14	72.3	92,369	20.9
May	54.7	40.4	14.2	14	108.9	191,479	28.4
Jun	54.1	40.4	13.7	14	111.6	181,972	40.5
Jul	53.7	40.2	13.5	14	110.8	182,958	48.8
Aug	53.3	40.0	13.3	14	114.3	184,549	40.4
Sep	53.2	40.0	13.2	14	111.6	176,258	22.3
Oct	52.9	40.1	12.8	14	91.2	92,177	22.3
Nov	52.1	40.3	11.8	14	81.0	115,406	21.9
Dec	50.6	40.4	10.2	14	58.5	72,513	21.5
2025							
Jan	48.8	40.6	8.1	14	46.0	45,253	20.3
Feb	51.4	40.5	10.9	14	64.9	79,468	21.0
Mar	50.6	40.5	10.1	14	68.5	85,730	20.5
Apr	52.6	40.5	12.1	14	86.3	125,077	22.0
May	53.1	39.7	13.4	14	118.7	60,464	23.4
Jun	52.2	40.0	12.2	12	122.3	103,939	28.2

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 (%)
2024								
Jan	48.8	45.3	3.5	98	46,342	10.8	10.8	0.0
Feb	50.5	44.5	6.0	102	73,699	15.0	15.0	21.7
Mar	52.5	42.5	10.0	131	162,952	15.0	15.0	92.6
Apr	52.7	42.0	10.7	135	174,882	15.0	15.0	98.7
May	55.5	43.1	12.4	190	290,909	15.0	15.0	89.7
Jun	56.0	42.5	13.6	181	293,120	12.2	12.2	95.2
Jul	56.0	41.9	14.1	179	313,601	10.9	10.9	96.3
Aug	55.4	60.2	6.9	185	157,067	13.0	13.0	34.0
Sep	54.5	61.5	2.4	189	52,721	15.0	15.0	0.0
Oct	54.1	39.7	18.9	166	324,758	15.0	15.0	0.0
Nov	53.2	34.3	18.9	143	340,949	15.0	15.0	1.1
Dec	51.7	41.9	9.8	98	121,818	15.0	15.0	26.0
2025								
Jan	49.5	41.8	7.7	72	72,438	15.0	15.0	57.2
Feb	52.5	41.8	10.7	109	133,793	15.0	15.0	8.2
Mar	52.4	41.4	11.1	102	142,219	13.2	13.2	7.2
Apr	54.6	41.6	13.0	135	212,090	11.3	11.3	0.0
May	55.0	41.6	13.4	177	294,811	10.0	10.0	0.1
Jun	55.1	41.2	14.0	178	297,778	10.0	10.0	0.4



## Tempo – Plant Side Heat Exchanger Information

Tempo Plant Side HX	Average Plant Return Temp	Average Plant Supply Temp	Average Plant Delta T	Average Plant Delta T Setpoint	Average Plant CHWR Flow	Total Plant Tons
2024						
Oct	53.9	40.4	13.6	14.0	164	229,673
Nov	52.4	40.5	11.9	14.0	145	211,999
Dec	49.8	40.7	9.1	14.0	106	118,710
2025						
Jan	46.7	40.9	5.8	14.0	89	61,977
Feb	51.7	41.5	10.2	14.0	119	137,545
Mar	50.8	41.7	9.2	14.0	124	142,054
Apr	53.9	41.7	12.3	14.0	150	221,131
May	54.6	40.9	13.7	14.0	208	108,429
Jun	50.5	41.1	9.4	12.3	296	179,738

Tempo 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	CHW Supply Temp Setpoint (°F)
2025								
Mar	51.9	44.5	7.4	215	198,184	10	10.0	42
Apr	55.1	46.9	8.2	279	274,693	10	10.0	42
May	55.8	48.2	7.6	464	134,225	10	19.1	42
Jun	54.0	44.0	10.1	349	235,223	11	11.6	42

## Modera – Plant Side Heat Exchanger Information

Modera Plant Side HX	Average Return Temp	Average Supply Temp	Average Delta T	Average Flow (GPM)	Average Delta T Setpoint	Total Tons	Average Control Valve Signal	Average Control Valve Feedback
2025								
May	53.6	39.6	14.0	156	14.0	67,377	42.8	43.9

Modera 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
2025							
May	54.2	48.9	5.3	487	44	78,249	0.1

## SECTION 6: Water Treatment



## Service Report

### Monthly Water Treatment Service Report

Monday, July 7, 2025 6:02 PM EDT

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

Report Number: **635657**

Recorded By: **Chris Long**  
**(952) 469-4965**  
**clong@chemtexcorp.com**

On-Site Time: **11:00 AM EDT to 12:00 PM EDT**

### Chiller Plant - Condenser Water

Test	Softeners	Condenser Water	New Softener	
Conductivity (as $\mu\text{mhos}$ )	804 Record	2737 1000 - 5500	1086 1000 max	
pH	7.5 6 - 8.5	9.0 Record	7.6 7.5 - 8	
Hardness, total (ppm as $\text{CaCO}_3$ )	2 5 max	100 150 max	20 6 max	
On-Trac, ppb		90 80 min		
Controller Conductivity Reading		2758 Record		
Temperature ( $^{\circ}\text{F}$ )		79 60 - 100		
 Conductivity Cycles (Calculated)		3.4 4 - 10		

#### Opening Comment

Chemtex was on site to perform monthly testing of the cooling water system. As stated last month we are getting some Hardness breakthrough at the end of the cycle. There was between 1000 - 1500 gallons left before regeneration on the softener that was producing the 20-ppm hardness. It is recommended to get the softeners regeneration reduced by 1500 - 2000 gallons to try to keep as much of the hardness out of the system.

#### Closing Signature

Please continue to monitor and let us know if there are any questions or concerns.

## SECTION 7: 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 8: Operations, Maintenance, and Repair Status

### Chiller #1 Chilled & Condenser Water Performance



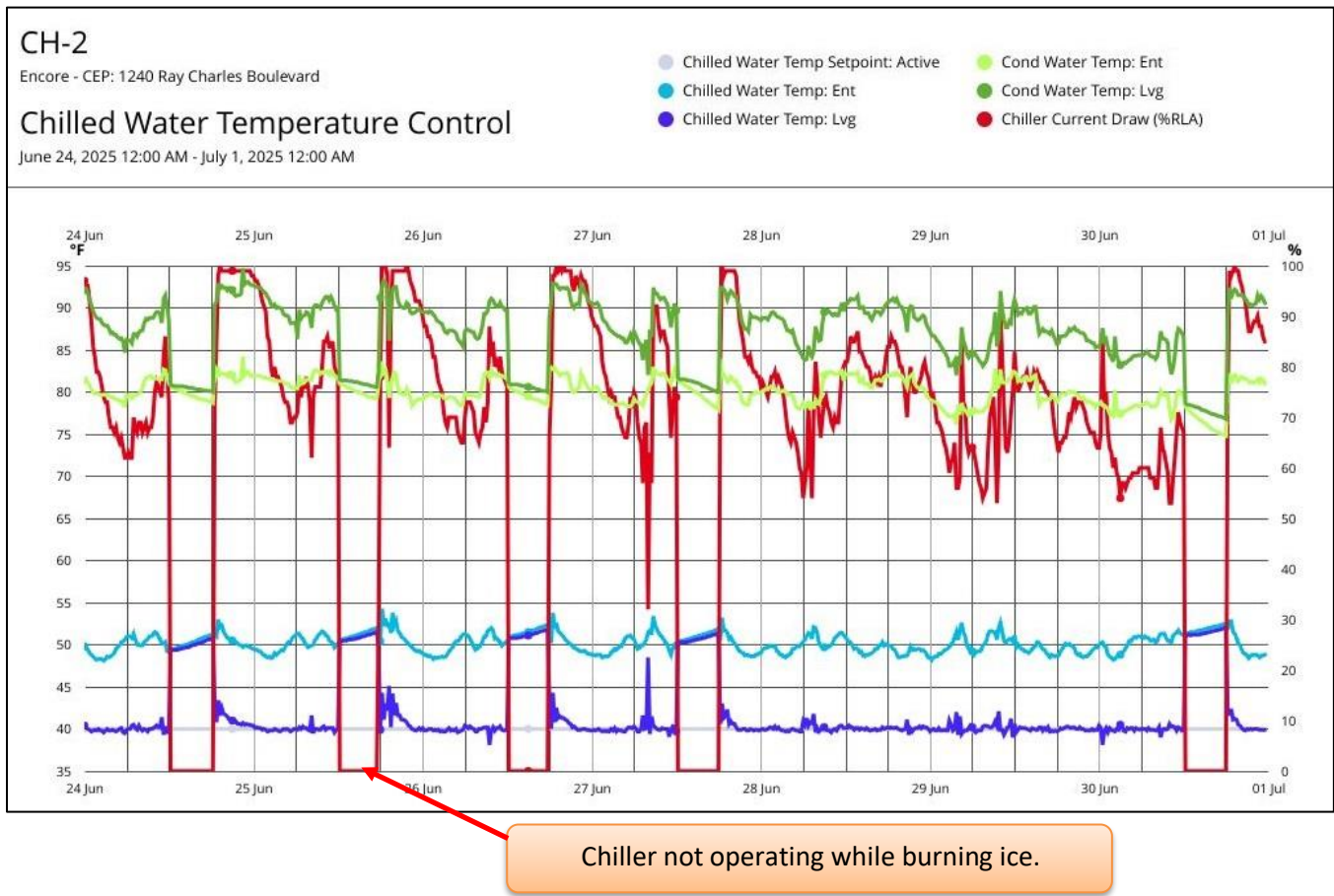
### Trane Model # CVHF108, Serial # L11H03092

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
2025								
Jan	--	--	--	--	--	--	--	0
Feb	35.0	26.5	8.5	68.5	77.2	8.7	76.5	11
Mar	32.4	24.4	7.9	72.6	81.4	8.8	77.8	64
Apr	37.3	31.0	6.3	77.9	85.2	7.3	66.6	92
May	32.4	30.0	2.4	79.3	83.3	4.0	47.5	13
Jun	32.3	26.0	6.3	80.7	88.2	7.5	75.1	120



**Chiller #1  
Performance Report**  
 Double click the  
document above to open.

## Chiller #2 Chilled & Condenser Water Performance



### Trane Model # CVHF108, Serial # L15C01634

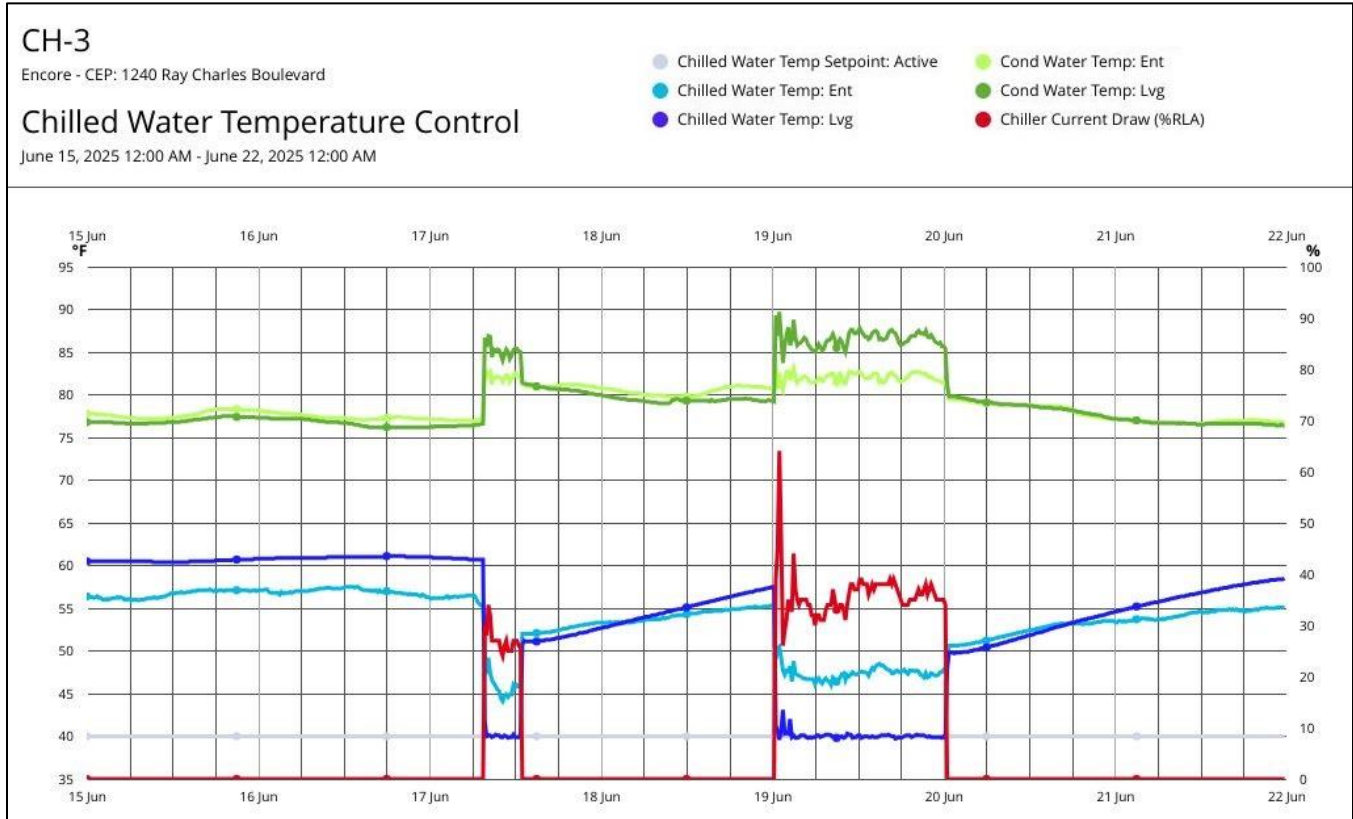
Chiller 2	Average Chilled Water Entering	Average Chilled Water Leaving	Average Chilled Water Delta T	Average Condenser Water Entering	Average Condenser Water Leaving	Average Condenser Water Delta T	Average %RLA	Run Hours
2025								
Jan	44.0	40.0	4.0	66.2	67.8	1.6	24.7	457
Feb	47.6	40.0	7.6	71.1	74.5	3.4	36.2	642
Mar	48.5	40.0	8.5	69.5	72.9	3.4	34.6	613
Apr	50.6	40.3	10.3	77.5	83.5	6.0	50.4	631
May	51.6	40.2	11.5	79.6	86.2	6.7	65.2	658
Jun	51.2	40.2	11.0	80.9	89.0	8.1	78.8	609





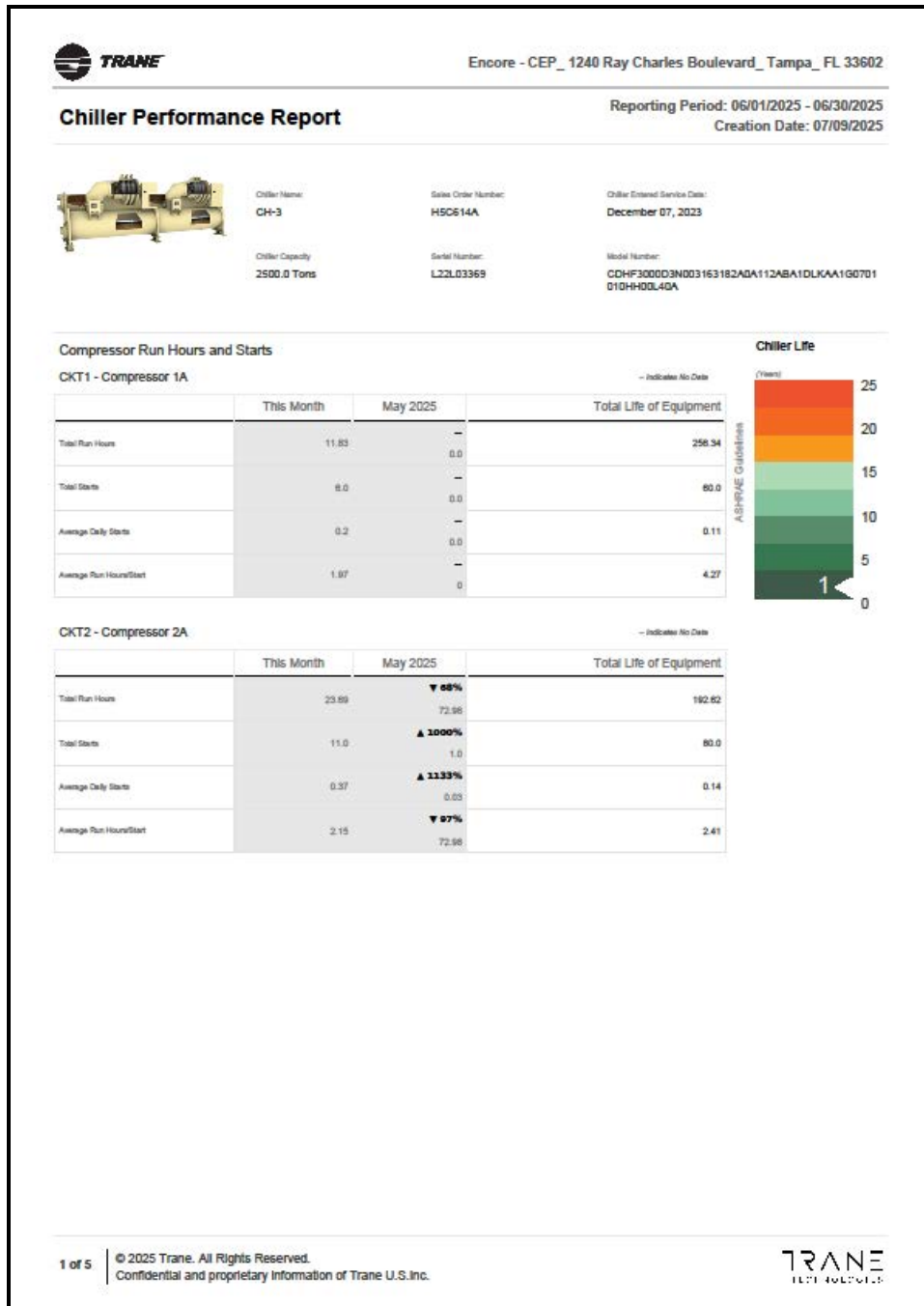
**Chiller #2**  
**Performance Report**  
 Double click the  
 document above to open.

## Chiller #3 Chilled & Condenser Water Performance



### Trane Model # CDHF3000, Serial # L22L03369

Chiller 3	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
2025								
Jan	42.0	40.0	2.0	62.8	63.8	1.0	16.4	252
Feb	44.6	40.9	3.7	73.5	75.6	2.1	22.2	27
Mar	44.5	41.2	3.3	74.9	76.0	1.0	19.4	1
Apr	50.0	44.9	5.1	80.0	83.6	3.6	29.9	1.5
May	46.5	40.0	6.4	81.6	85.0	3.3	32.9	73
Jun	47.3	40.3	7.0	82.0	86.2	4.3	34.5	35



**Chiller #3  
Performance Report**  
Double click the  
document above to open.

## Chillers #1 & #2 Refrigeration and Mechanical Performance

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	Purge Minutes	Run Hours
2025										
Jan	--	--	--	--	--	--	--	--	0.0	0
Feb	0.8	84.0	6.8	-10.7	24.7	1.8	22.5	116.4	0.0	11
Mar	2.1	88.5	7.0	-11.0	22.0	2.4	22.2	117.6	0.0	64
Apr	2.6	90.2	5.0	-10.2	29.4	1.5	22.4	116.5	0.0	92
May	1.7	87.2	3.9	-10.1	29.6	0.4	22.7	119.9	0.0	13
Jun	2.7	90.0	1.8	-10.7	24.6	1.4	20.6	120.9	0.0	120

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	Purge Minutes	Run Hours
2025										
Jan	-3.2	69.2	1.4	-9.1	38.7	1.3	26.1	111.1	0.0	457
Feb	-0.8	78.0	3.5	-9.1	38.3	1.8	25.7	115.0	0.6	642
Mar	-1.4	76.1	3.2	-9.1	38.0	2.0	25.9	113.4	0.0	613
Apr	2.4	89.0	5.5	-9.1	38.1	2.2	25.3	122.0	0.6	631
May	4.4	94.9	8.6	-9.1	38.1	2.1	25.1	125.7	0.0	658
Jun	5.9	99.0	10.0	-9.1	38.0	2.2	24.9	129.4	0.6	609

Predictive Maintenance Acceptable Ranges	
Condenser Saturated Refrigerant Pressure (PSI)	-5 to 5
Condenser Saturated Refrigerant Temperature (Degrees F)	65 to 100
Condenser Approach Temp (Degrees F)	0 to 5
Evaporator Saturated Refrigerant Pressure (PSI)	-12 to 12
Evaporator Saturated Refrigerant Temperature (Degrees F)	35 to 45
Oil Differential Pressure (PSI)	15 to 30
Oil Temperature (Degrees F)	105 to 150

## Chiller #3 Circuits #1 & #2 Refrigeration and Mechanical Performance

Chiller 3 Ckt 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 Temp	Purge Minutes	Run Hours
2025										
Jan	9.6	64.8	0.1	5.2	38.4	1.6	20.0	102.9	0.0	194
Feb	12.4	76.7	0.6	5.3	39.2	1.9	20.1	112.4	0.0	9
Mar	11.9	74.7	-0.2	5.3	38.9	0.8	20.5	109.7	0.0	0.25
Apr	14.7	84.8	0.8	5.6	41.3	2.8	20.1	117.3	0.0	1.3
May	--	--	--	--	--	--	--	--	0.0	0
Jun	15.2	86.6	0.9	5.3	39.1	1.7	15.6	111.9	0.6	13

Chiller 3 Ckt 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	Purge Minutes	Run Hours
2025										
Jan	8.8	61.8	1.3	5.2	38.4	1.7	22.0	114.9	46.0	58
Feb	12.4	76.0	0.4	5.3	39.0	1.7	22.4	118.0	62.4	18
Mar	12.4	74.3	-2.0	5.4	39.7	2.0	22.7	119.5	4.2	0.75
Apr	13.6	78.1	-5.0	5.9	43.4	1.4	22.9	127.4	1.8	0.5
May	15.0	86.5	1.5	5.2	38.0	2.0	19.5	116.4	0.0	73
Jun	15.5	85.7	-1.1	5.1	37.9	2.2	13.8	116.9	13.2	24

Predictive Maintenance Acceptable ranges	
Condenser Saturated Refrigerant Pressure (PSI)	5 to 18
Condenser Saturated Refrigerant Temperature (Degrees F)	65 to 100
Condenser Approach Temperature (Degrees F)	0 to 4
Evaporator Saturated Refrigerant Pressure (PSI)	0 to 8
Evaporator Saturated Refrigerant Temperature (Degrees F)	36 to 45
Oil Differential Pressure (PSI)	15 to 30
Oil Temperature (Degrees F)	100 to 130

## Ice Making Glycol Heat Exchanger Performance

Row Labels	HX1 CHWS	HX1 CHWR	HX1 Glycol CHWS	HX1 Glycol CHWR	HX2 CHWS	HX2 CHWR	HX2 Glycol CHWS	HX-2 Glycol CHWR	GCHP-5 Speed%	GCHP-6 Speed%
2025										
Jun	44.5	53.0	41.3	50.8	44.6	53.1	41.6	49.7	0.0	18.8

Completed Maintenance & Repairs	
<b>GCHWP-6 7/2/25</b>	Tech: Andrew Hayden arrived on site. Confirmed the unit was not operating as intended upon arrival. Diagnosed the pump motor with a bad bearing. Pulled the pump motor to have it rebuilt. The unit is not operating as intended upon departure. No additional work needs to be quoted at this time.
<b>Navara Bldg 6/26/25</b>	Tech: Javier Suris arrived on site to address the NAVARA BLDG BTU METER. The unit was not operating as intended upon arrival due to intermittent communication loss reported by the customer. Changed the device IP Address for the plant SC network. Connected the meter to the plant ethernet network switch. The NAVARA BLDG BTU METER was operating as intended when I departed. No additional work needs to be quoted.
<b>Ice Plant 6/17 &amp; 6/18/25</b>	<p>Techs: Ed Wright and Javier Suris</p> <p>6/16/2025: Monitored the plant in the evening. Several issues with the Ice Plant.</p> <p>6/17/2025: Chiller Plant was off. Enabled the plant while working with Ed on modifying Ice Plant Modes and CH-1 Enable TGP's. NOTE: The CT's were overflowing via the overflow lines. The city water makeup valve was open and CT-1 ultrasonic water level sensor was 9" triggering the city water makeup. Temporarily put CT-1 ultrasonic sensor out of service to stop the city MU. In addition, found the well makeup not supplying water. The well-1 pump is not running. It has a bad motor starter coil. Ed notified Justin K. and the service company fixed the problem. Downloaded one of the modified TGPs and will download the other in the morning.</p> <p>6/18/2025: Worked with Ed modifying TGPs for the Ice Plant Modes and CH-1 Enable. Downloaded the TGPs and tested. NOTE: Left Ice Making Mode overridden OFF per Evan M and Jim C for the T&amp;B testing tomorrow and Friday.</p> <p>6/24/2025: Changed Add delay from 10 to 20 min. Changed Subtract RLA from 80% to 100%. Changed CH-3 from Peak to Base.</p>
<b>Network Repairs 5/22 thru 6/30/25</b>	<p>Tech: Javier Suris</p> <p>Narava - Network Configuration (5/22/2025). Ran CAT cable from the NAVARA BLDG SC controller (Port-1, 192.168.9.23) to the existing ethernet switch. Disconnected customer-supplied CAT cable from Port-1. Connected both the BLDG SC and Plant SC+ to the cell router using the ethernet switch. Designated Port-2 as the primary network port. Verified connectivity with Trane Connect. Ethernet Switch (5/29/2025): Located the ethernet switch and requested a quote from Kele.</p> <p>Reed - BLDG SC: Network Configuration: Installed an ethernet switch in the Base Plant SC+ can. Connected the Bldg SC and Plant SC+ to the cell router using the ethernet switch. Designated Port-1 as the primary network port. Changed the IP address to 192.168.8.11 and DNS to 8.8.8.8. Connectivity Troubleshooting: Experienced connection issues and performed troubleshooting steps. Followed the "Unable to connect to Tracer SC/SC+ remotely via Trane Connect / Command Center" procedure. Verified connectivity with Trane Connect. The REED BLDG SC was operating as intended upon departure. No additional work needs to be quoted at this time.</p> <p>5/30/2025: Ordered the ethernet switch. 7/1/2025: Picked up Ethernet cable from store.</p>
<b>Chiller 2 5/29/25</b>	Tech: Alfred Gonzalez arrived on site and completed the following: Confirmed the chiller was operating as intended upon arrival. Observed an AFD power failure reported in the system. Identified a loss of main power supply to the building and subsequently to the chiller. Observed that the chiller had been reset and was in operation. Verified chiller readings and supply voltage. Checked starter conditions. Confirmed, the chiller was operating in a satisfactory mode after power restoration. Observed that the chiller acknowledged the incoming voltage and started up once power was restored. Confirmed the chiller was operating as intended upon departure. No additional work requiring a quote was identified.
<b>Controls System 5/7/25</b>	<p>Tech: Javier Suris arrived on site.</p> <p>System Assessment: The Automation System was not operating as intended upon arrival. Customer indicated issues with the Automation System. Servicing CH-1 due to air in the system. Temporarily overrode Ice modes.</p> <p>System Analysis: Reviewed Overrides Report, Area Operation, Alarm History, VAS Operation, and Chiller Plant Operation. Performed Control Loop Tuning. Verified equipment followed Sequence of Operation. Confirmed all devices are communicating as intended. Verified Date and Time is correct.</p> <p>Software Review and Updates: Confirmed software is at the current release. Current SMP Expiration Date is up to date. The current Operating Software Version is up to date.</p> <p>Trane Connect: Site is connected to Trane Connect. Reviewed Past Issues &amp; Findings. Added a new Issue or Finding.</p>
<b>Chiller 2 5/6/25</b>	Tech: Alfred Gonzalez arrived on site to conduct an annual inspection of the chiller unit. The unit was operating as intended upon arrival. No symptoms or diagnostics were present at that time. Troubleshooting revealed no issues. Conducted the following repairs and maintenance: Performed chiller annual inspection. Inspected the purge system. Replaced the filter drier. I conducted a leak test and performed the pump-out sequence. Inspected the lubrication system. Replaced the oil filter. Checked the oil level and net oil pressure. Inspected electrical connections for the oil pump motor. Took an oil sample for analysis. The unit continued to operate as intended upon departure. No additional work needs to be quoted.
<b>Chiller-1 5/5 to 5/7/25</b>	Tech: Alfred Gonzalez arrived on site to assess the chiller unit. Unit was not operating as intended upon arrival. Shut down observed during diagnostics. Troubleshooting revealed a surge condition caused by air trapped in the chiller. Discovered a broken flare connection into the pump out compressor, which allowed air to leak into the system. Repaired the flare connection as required. Retested the purge operation and pump out sequence. Successfully reopened the purge system to



	<p>the chiller and set to override for 72 hours. Attempted to run the chiller; however, condenser head pressure remained too high due to residual air in the system. Plan to continue efforts to remove air from the chiller on the next visit. Completed necessary paperwork and left the chiller in off mode. The unit is still not operating as intended at departure. No additional work needs quoting currently.</p> <p>Get controls tech to put chiller online to get the air out of the chiller, hold chiller in manual mode at 30% current and I was able to get a substantial amount of air out but not enough to leave chiller online in auto mode. Override purge another 72 hours. Leave chiller in off mode.</p>
<b>CWP-2 5/5/25</b>	<p>Tech: Alfred Gonzalez arrived on site to address a malfunctioning unit. The unit was not operating as intended upon arrival. Diagnostics indicated an over current alarm had tripped. Troubleshooting revealed the following: Power to the drive was shut down. Fuses and internal components were checked and found to be in good condition. Motor terminals in the junction box were examined. Additional rubber insulation tape was added to the terminals for better protection. After securing the motor terminal junction box and powering up the drive: The drive and pump motor were operated by hand, reaching up to 60 HZ. Operation was confirmed to be okay, and amperage levels were within the allowed range. The drive was switched back to auto mode, and the motor continued to operate without issues. All the necessary paperwork was completed for the visit. The unit was operating as intended upon departure, and no additional work needs to be quoted</p>
<b>Chiller 1 4/30 thru 5/1/15</b>	<p>Tech: Alfred Gonzalez arrived on site to perform an annual inspection of the chiller purge system. The unit was operating as intended upon arrival. No symptoms or diagnostics were presented by the unit. Troubleshooting revealed no issues. Picked up parts at Trane Parts for the inspection. Isolated and replaced the filter drier. I conducted a leak test and performed a pump-out test. Checked the carbon tank heater functionality. Overrode the purge for 72 hours. Completed all necessary paperwork. The unit continued to operate as intended upon departure. No additional work needs to be quoted at this time.</p> <p>Tech: Alfred Gonzalez arrived on site for the chiller annual inspection. The unit was operating as intended upon arrival. No symptoms or diagnostics were present. Troubleshooting revealed no issues. During the inspection, the following tasks were completed: Conducted a comprehensive chiller annual inspection. Inspected the lubrication system. Replaced the oil filter. Took an oil sample. Checked the oil level. Verified net oil pressure. Checked oil pump motor amperage and electrical connections. Assessed oil heater operation. Lubricated the 1st stage tang operator. Inspected the control panel and starter panel. Checked UC-800 configuration. Completed necessary paperwork. The unit continued to operate as intended upon departure. No additional work needs to be quoted at this time.</p>
<b>Ice Plant 4/25/25</b>	<p>Tech: Javier Suris and Evan arrived on site to assess the ice plant's operation. The unit was not operating as intended upon arrival. Symptoms included assisted contracting during T&amp;B testing off the ice plant and issues with the ice plant SOO. Troubleshooting revealed problems with the ice plant T&amp;B and required a review of the SOO. Evan Modified TGP for ice plant control as per the commissioning engineer's specifications. Transitioned from ice burning and chiller run to ice burning mode only. Monitored operations in the evening; ice burn was terminated at 9 PM. Current ice inventory is at 21%, with both ice make, and chiller plant enabled. The unit was operating as intended at the time of departure. No additional work needs to be quoted.</p>
<b>Chiller 1 4/22/25</b>	<p>Tech: Jose Camareno arrived on site to assess the unit. The unit was operating as intended upon arrival. The customer expressed concerns regarding maintenance. Closed condenser water valves. Emptied the condenser barrel. Brushed condenser tubes. Cleaned the condenser barrel. Reattached the condenser head and filled up the condenser barrel. The unit continued to operate as intended upon departure. No additional work needs to be quoted.</p> <p>Tech: Alfred Gonzalez arrived on site to address a unit with the following conditions: Unit was operating as intended upon arrival. High Condenser Approach was noted during diagnostics. Dirty condenser tubes. Scaled conditions present in the system. I received A-Frame gantry, rigging, and tube brushing machine on site. Isolated the condenser and drained the vessel as required. Connected the condenser head to rigging chain fall and removed it from the chiller. Brushed all condenser tubes; noted a thin veneer of scale remained on tube surfaces after brushing. Reinstalled condenser head and refilled the vessel with water. Reopened isolation valves to restore system operation. Cleaned the general area and completed necessary paperwork. Unit was operating as intended upon departure. No additional work requires quoting.</p>
<b>Isolation valve Glycol Pump 4/10/25</b>	<p>Tech: Alfred Gonzalez arrived on site to assess the isolation valve. Unit was operating as intended upon arrival. No symptoms or diagnostics presented by the unit. Troubleshooting revealed no issues. Found the handle for the isolation valve on the floor. Noted a broken roll pin; removed pieces of the old roll pin. Reinstalled the handle on the spindle and installed a new roll pin. Successfully manipulated the valve back and forth with the wheel handle. Positioned the valve in the fully closed position and verified a proper seal through depressurization of the pump cavity. Opened the valve satisfactorily and completed necessary paperwork. Job completed; the isolation valve does not need replacement. Unit continued to operate as intended upon departure. No additional work needs to be quoted.</p>
<b>Navara Bldg Controller 3/21 to 3/31/25</b>	<p>Tech: Javier Suris arrived on site at the Navara Building-SC to address connectivity issues with Trane Connect. The unit was not operating as intended upon arrival. No connectivity to Trane Connect was reported. Diagnosed that the building's provided internet service was interrupted. Customer was notified about the internet service disruption. Connected the Building SC with the Plant Base SC cell router using an ethernet cable and switch. Set the Building SC Port-2 IP to 192.168.9.23. The unit was still not operating as intended upon departure. Remote UC600 requires troubleshooting due to lack of communication. Additional work is needed to check the remote UC600 that is not communicating.</p> <p>Connected the BLDG SC with the PLANT BASE SC cell router via ethernet cable and switch. Set Bldg. SC Port-2 IP to 192.168.9.23. Set DSN 8.8.8.8 and 8.8.4.4. Set Preferred IP Interface to Port-2. Verified connection to TC.</p>

<b>Chiller 2 3/28/25</b>	Tech: Angel Encio Jr arrived on site to address Chiller 2. Unit Details: Unit Tag: CH-2. Operating Status on Arrival: Yes. Symptoms and Diagnostics: Chiller tripped on "Low evaporator saturated refrigerant temperature" alarm. Sensor checked for issues. Alarm deleted and chiller was run and logged. Monitored operation including temperatures, pressures, amps, and volts. Purge unit inspected. Alarm history indicated low evaporator water flow could trigger the diagnostic. Troubleshooting Outcomes: Alarm reset by Josh Suderland in the BAS. All systems function normally post-check. Repairs Made: Alarm deleted, and chiller operation verified. No further repairs are necessary. Unit Status on Departure: Operating as intended. Additional Work: No additional work needs to be quoted. Job is complete and all is well with Chiller 2.
<b>Chiller 1 3/12/25</b>	Tech: Bill Lynch arrived on site to service Chiller 1. The unit was operating as intended upon connection. No issues were detected during the operation. The chiller remained online throughout the visit. Disconnected from the unit while it continued to function properly. No additional work was identified that needs to be quoted. No follow-up is required at this time. Overall, everything is functioning well with Chiller 1.
<b>Chiller 2 3/12/25</b>	Tech: Bill Lynch arrived on site to check on Chiller 2. The unit was operating as intended when connected. No follow-up is required after the visit. The unit continued to operate as intended upon disconnection. No additional work was identified that needs to be quoted. All systems are functioning well!
<b>Controls Maintenance 3/7/25</b>	Tech: Javier Suris arrived on site to assess the BAS System. The Automation System was operating as intended upon arrival. No issues or concerns were indicated by the customer regarding the operation of the Automation System. Conducted a comprehensive System Analysis, which included: Reviewing the Overrides Report. Checking the Alarm History. Evaluating Area Operation. Analyzing VAS Operation. Inspecting Chiller Plant Operation. Performing Control Loop Tuning. Ensuring equipment follows the Sequence of Operation. Verifying that all devices are communicating as intended. Reviewed and updated software on the system: Confirmed that the software is at the current release. Current SMP expiration date is valid. The current operating software version is up to date. The site is successfully connected to Trane Connect.
<b>Ice Plant Eval 2/17 thru 3/17/25</b>	Tech: Javier Suris arrived on site to assess the ICE Plant. Unit Status: The unit was not operating as intended upon arrival. Initial Diagnostics: Conducted tests on the ice plant. Noted low water levels in the ice tanks; notified Justin and Alfred for topping off. Troubleshooting Findings: Collaborated with Evan Marchesini to enable the Ice Plant. Installed UC800 version on my PC for connection to CH-1. Closed V-3 to the heat exchanger manually. Opened manual valves on the chiller, GCHWP's, and ice bank. Reset CH-1 ELWT Cutout to 22°F and LRT Cutout to 18°F. Increased GCHWP minimum motor limit from 6Hz to 12Hz for pump status monitoring. On 2/18/2025, I enabled Ice Make and monitored the process. Worked on the inventory level meter. Current Inventory: Ice inventory reached 100% by 2/19/2025. Collaborated with Evan Marchesini to test Ice Burn mode, manually reopening V-3 to the heat exchanger. Departure Status: The unit was still not operating as intended upon departure. Additional work is required; waiting on the actuator for V-3.

## **Tab 5**

## AGREEMENT FOR UTILITY RATE STUDY CONSULTING SERVICES

**THIS AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_, 2025, by and between:

**ENCORE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Tampa, Florida, with a mailing address c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”); and

**RAFTELIS FINANCIAL CONSULTANTS, INC.**, a North Carolina corporation, with a mailing address of 341 N. Maitland Ave. Suite 300, Maitland, Florida 32751 (the “**Consultant**,” together with District, the “**Parties**”).

### RECITALS

**WHEREAS**, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements and services, including a chiller plant and chilled water services; and

**WHEREAS**, the District has a need to retain an independent consultant to provide utility rate study and consulting services all as further provided in the scope of services attached hereto as **Exhibit A** and incorporated herein (the “**Services**”); and

**WHEREAS**, the Consultant represents that it is licensed, qualified, and capable of providing the Services contemplated herein and has agreed to provide such Services for the District in accordance with the terms of this Agreement; and

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

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

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

### **SECTION 2. SCOPE OF SERVICES; MANNER OF CONSULTANT’S PERFORMANCE.**

- A.** The duties, obligations and responsibilities of the Consultant are to provide the Services for the District as set forth in more detail in **Exhibit A**. Consultant shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities to provide the Services are met to the satisfaction of the District and in

accordance with this Agreement. While providing the Services identified in this Agreement, the Consultant shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to ensure the completion of the Services. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.** The District hereby designates its District Engineer, Greg Woodcock, and/or such other person as may be designated in writing by the District Engineer to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to the Services.

### **SECTION 3. COMPENSATION.**

- A.** Consultant shall perform the Services, identified and defined in Section 2 herein, and shall be compensated on a time and materials basis in accordance with the schedule of direct labor hourly rates and standard cost rates set forth in **Exhibit A**, for a total amount not to exceed Forty-Nine Thousand One Hundred Ten Dollars (\$49,110.00).
- B.** Payments shall be due monthly according to the amount of work completed to date and submission of a monthly invoice as set forth herein. Consultant agrees to render each monthly invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Consultant the payment within thirty (30) days of receipt of each invoice. The Consultant shall maintain records conforming to usual accounting practices. The District reserves the right to inspect all work completed and, in its sole discretion, deny payment on any work not satisfactorily performed.
- C.** If the District should desire additional work or services not provided in **Exhibit A**, the Consultant 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 this Agreement. The Consultant shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. No additional services shall be provided by the Consultant unless done at the direction of the District.

### **SECTION 4. INSURANCE.**

- A.** The Consultant shall, at its own expense, maintain insurance during the term of this Agreement, with limits of liability not less than the following:
  - a.** Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$500,000

Medical Expense (Any One Person)	\$15,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed/Operation	
General Aggregate	\$2,000,000

- b. Statutory worker's compensation and employers' liability insurance as required by state law.
  - c. Professional liability insurance at a limit of liability of not less than \$5,000,000 aggregate.
- B.** If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Consultant shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one (1) year after the completion or termination of this Agreement.
- C.** The District shall be named as an additional insured party on the General Liability policies. The Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to completing the services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-, Class VII.
- D.** If the Consultant fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 5. INDEPENDENT CONTRACTOR.** The District and Consultant agree and acknowledge that Consultant shall serve as an independent contractor of the District. Neither the Consultant nor employees of the Consultant, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The Consultant agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Consultant, if any, in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

**SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, Consultant and each of its agents, servants, employees, or



anyone directly or indirectly employed by Consultant shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Consultant or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 7. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing the Services under this Agreement, the Consultant and each of its, servants, employees, or anyone directly or indirectly employed by the Consultant, shall maintain the generally accepted standard of care, skill, diligence, and professional competency for such work and/or services prevailing at the time and place under similar circumstances as the Services are performed . Any designs, drawings, reports, or specifications prepared or furnished by the Consultant that contain errors, conflicts, or omissions will be promptly corrected by the Consultant at no cost to the District.

**SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 9. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 10. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Consultant.

**SECTION 11. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Consultant, both the District and the Consultant have complied with all the requirements of law, and both the District and the Consultant have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 12. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

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

**If to Consultant:** Raftelis Financial Consultants, Inc.  
341 N. Maitland Ave. Suite 300  
Maitland, FL 32751  
ATTN: Mr. Henry L. Thomas, Vice President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 13. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Consultant as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Consultant.

**SECTION 14. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Consultant may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 16. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Hillsborough County, Florida.

**SECTION 17. INDEMNIFICATION.** The Consultant agrees, to the fullest extent permitted by law, to indemnify, and hold harmless the District, its officers, supervisors, and staff, from liabilities, damages, losses, and costs, including, reasonable attorneys' fees, paralegal fees, and expert witness fee and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement. The Consultant agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 18. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 19. TERMINATION.** The District agrees that the Consultant may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Consultant agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Consultant. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Consultant shall be entitled to payment for all services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Consultant as the sole means of recovery for termination.

**ARTICLE 20. PUBLIC RECORDS.** Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is Stephanie Deluna ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following

the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RIZZETTA & COMPANY, INC., 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, 813-533-2950, SDELUNA@RIZZETTA.COM.**

**SECTION 21. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 22. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 23. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the Agreement between the parties relating to the subject matter of this Agreement.

**SECTION 24. SCRUTINIZED COMPANIES STATEMENT.** Consultant certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Consultant is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**SECTION 25. E-VERIFY REQUIREMENTS.** The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if

there is a good faith belief that the Consultant has knowingly violated Section 448.091, *Florida Statutes*.

If the Consultant anticipates entering into agreements with a subcontractor for the Work, Consultant will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Consultant has otherwise complied with its obligations hereunder, the District shall promptly notify the Consultant. The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 26. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Consultant agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 27. HUMAN TRAFFICKING AFFIDAVIT.** Consultant warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Consultant has executed a Nongovernmental Entity Human Trafficking Affidavit, which it shall provide a copy of to the District.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

ENCORE COMMUNITY DEVELOPMENT  
DISTRICT

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

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

WITNESS:

RAFTELIS FINANCIAL CONSULTANTS,  
INC.

Peggy L. Perry  
Signature of Witness

Peggy L. Perry  
Print Name

By: Henry Thomas

Its: Senior Vice President

**Exhibit A:** Scope of Services (including the Schedule of Rates)



**Exhibit A**  
Scope of Services



November 20, 2024

Board of Supervisors  
Encore Community Development District  
c/o Mr. Gregory Woodcock  
Project Manager  
Stantec  
2700 S. Falkenburg Road, Suite 2745  
Riverview, FL 33578

Subject: **Proposed Agreement to Provide Utility Rate Consulting Services**

Dear Mr. Woodcock:

Raftelis Financial Consultants' Inc. ("Raftelis") is pleased to submit this proposed agreement to provide utility rate and consulting services (the "Agreement") on behalf of the Encore Community Development District (the "District" or the "Client"). Based on our understanding of the District's needs, Raftelis will: i) review documents and compiled information to understand the service requirements and financial obligations of the District; ii) prepare a revenue sufficiency analysis to estimate the cost of providing chilled water services for a five fiscal year period of October 1, 2025 to September 30, 2030 (the "Forecast Period"); iii) design proposed rates to be charged by the District for chilled water services; and iv) prepare a technical memorandum documenting our assumptions, analyses, and rate recommendations for consideration by the District Board of Supervisors. Based on our understanding of the project, the following represents the terms and conditions that comprise the Agreement associated with the services to be provided by Raftelis:

## **PROJECT TEAM AND BILLING RATES**

With respect to the performance of this engagement, Mr. Henry L. Thomas will be the project manager and the primary contact with the District and its system manager. Other analysts and administrative personnel will be utilized during the engagement as needed. The services covered by this Agreement shall be provided based on the direct labor and indirect cost rates presented in Attachment A, which is made a part of this Agreement.

## **SCOPE OF SERVICES**

The scope of services to be performed by Raftelis relative to this Project is included herein as Attachment B, which is made a part of this Agreement.

## **COMPENSATION AND BILLING**

Based on the direct hourly labor billing rates as summarized on Attachment A to this Agreement and the recognition that the services will be provided on behalf of the District as delineated in the scope of services included in Attachment B, Raftelis proposes to establish that a not-to-exceed contract budget of \$49,110 to perform the scope of services as identified in this Agreement; the cost estimate included as Attachment C. This budget amount includes the direct cost of personnel anticipated to be assigned to perform the scope of services as well as any other direct costs

Board of Supervisors  
Encore Community Development District  
c/o Mr. Gregory Woodcock  
Project Manager  
Stantec  
November 20, 2024  
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such as telephone, travel, and other related charges. The costs incurred by Raftelis for such direct costs, if any, will be billed to the District at the standard cost rates or based on actual costs based on the billing provision as set forth on Attachment A.

Raftelis will bill the District for the utility consulting services provided in accordance with this Agreement on a time and materials basis, which is predicated on the actual time and costs incurred by Raftelis to provide such services; Raftelis will bill on a monthly basis predicated on the sum of: i) the hourly amount of time spent by the Raftelis team members to complete the engagement; and ii) any other direct costs incurred to perform the required services. Additionally, if the District requests additional services to be performed by Raftelis under this Agreement that will result in the need for a change in the contract cost budget presented herein, Raftelis will notify the District of such need to change the contract cost budget and the reasons for such change. No additional services above the cost estimate will be performed without prior written authorization by the District.

## **PROJECT SCHEDULE**

Upon formal notification to proceed by the District for the performance of the Project as received by Raftelis under this Agreement, Raftelis will complete the scope of services as summarized on Attachment B within one hundred and eighty (180) days after being provided notice to proceed. Raftelis' ability to meet the schedule will depend upon information and data requested being made available by the District on a timely basis. Formal notification will include the receipt by Raftelis of an executed agreement by the District.

## **NOTIFICATION**

The primary contacts for this engagement include:

### For the District:

Mr. Gregory Woodcock  
Project Manager  
Encore Community Development District  
2700 S. Falkenburg Rd.  
Riverview, FL 33578  
Phone: 352-777-0813  
Email: Greg.Woodcock@Stantec.com

### For Raftelis:

Mr. Henry L. Thomas  
Vice President  
Raftelis Financial Consultants, Inc.  
341 N. Maitland Ave. Suite 300  
Maitland, FL 32751  
Phone: 407-628-2600  
Email: hthomas@raftelis.com

## **TERMS AND CONDITIONS**

Standard terms and conditions, that are made part of this Agreement, are set forth in Attachment D.

## **DISCLOSURE**

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing "advice" as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of "advice" includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the District should issue debt based on the terms and assumptions used to develop the financial plan or forecast, or that the District will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of this rate model update, including any related municipal advice, is intended only to provide information useful in evaluating the potential impact on the utility and future rate adjustments of one potential course of action for the District. The scope of services currently assumes that the District plans to issue debt in the near future and that time the District will or has engaged an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the District's credit rating at the time of issuance.

By accepting this proposal (through the issuance of a Purchase Order), the District is indicating its approval and acceptance of the of the proposed scope of work and fees and is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board ("MSRB") provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at [www.msrb.org](http://www.msrb.org).

## **SEVERABILITY**

If any term or provision of this agreement or its application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Board of Supervisors  
Encore Community Development District  
c/o Mr. Gregory Woodcock  
Project Manager  
Stantec  
November 20, 2024  
Page 4

We appreciate the opportunity to submit this Agreement to Encore Community Development District to provide utility rate consulting services. If this Agreement is acceptable to the District please execute a copy of the Agreement and return it to our office; receipt of the executed agreement will serve as our notice to proceed on the project.

We look forward to working with both the District and you on this project.

Very truly yours,  
**Raftelis Financial Consultants, Inc.**

Approved By:  
**Encore Community Development District**

\_\_\_\_\_

Henry L. Thomas  
Vice President

\_\_\_\_\_

Name

\_\_\_\_\_

TitleDate

HLT/plp  
Attachments

**ATTACHMENT A**

**ENCORE COMMUNITY DEVELOPMENT DISTRICT  
2025 CHILLED WATER RATE STUDY**

**SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES**

<b><u>Position</u></b>	<b><u>Hourly Rate*</u></b>
Chair/Chair Emeritus	\$500
Chief Executive Officer/President	\$475
Executive Vice President	\$425
Vice President	\$375
Senior Manager	\$340
Recruiter	\$310
Principal/Senior Advisor	\$310
Manager	\$295
Senior Consultant	\$260
Executive Coach	\$260
Consultant	\$230
Creative Director	\$230
Associate Consultant	\$195
Graphic Designer	\$170
Analyst	\$150
Administration	\$100

\* These rates will be in effect through calendar year 2025 and will then increase annually by 3% unless specified otherwise by contract.



## ATTACHMENT B

### ENCORE COMMUNITY DEVELOPMENT DISTRICT 2025 CHILLED WATER RATE STUDY

#### SCOPE OF SERVICES

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The following represents the scope of services to be performed by Raftelis Financial Consultants, Inc. ("Raftelis") as it relates to the performance of a chilled water rate study for the Encore Community Development District (the "District"). The tasks included in the scope of services are described below:

Task 1 – Data Acquisition and Review: Raftelis will prepare a data request for statistical and financial information to be compiled by District management and consultants. Raftelis will prepare for and attend a kick-off meeting to review and discuss project goals and objectives and data required to perform the rate study. Data that will be requested includes: i) developer agreements; ii) recent historical and customer demand projections for chilled water service; iii) the five-year capital improvement plan and any anticipated funding sources; iv) historical financial reports and information detailing actual results for Fiscal Year 2024; v) adopted Fiscal Year 2025 operating budgets; vi) financial policies and relevant operating procedures; v) debt and financing schedules; vi) fixed asset records; vii) cash balances as of beginning of Fiscal Year 2025; and viii) existing rate schedules for chilled water service.

Task 2 – Kick-off Meeting and Policy Objectives: Raftelis will attend an onsite meeting to coordinate with the management team regarding utility financial and rate goals and objectives. These objectives would include: i) understanding the various policy and budget constraints; ii) identifying utility cost components; iii) clarifying cost recovery goals and justifications; and iv) discussing the timeline for rate implementation.

Task 3 – Customer Demand Projections: Based on data provided by the District and discussions with the management team, Raftelis will prepare a five-year projection of the chilled water customers and demands by parcel as well as anticipated revenues under existing rates.

Task 4 – Five Year Revenue Requirements for the Chilled Water System: Raftelis will develop a five (5) year projection of chilled water revenue requirements based on Encore's fiscal year 2025 operating budget, the customer growth projections, the Chilled Water System ("System") capital improvement program planned to serve the customers and demands recognized in the financial forecast. The revenue requirements will include a capital funding plan, fund balance evaluation for those funds maintained by the District for the System, recognition of an allowance for the funding of renewals and replacements of plant assets (pay-as-you-go funding), and the establishment of prudent operating reserves. The revenue requirements will consider the timing and cost of any additional facilities planned as development occurs as planned by the District, if any. The revenue requirements will be used to develop the updated chilled water rates.

Task 5 – Design Chilled Water Rates: Based on the revenue requirements projections outlined in Task 4, Raftelis will design proposed chilled water rates based on the cost of providing service and the overall policy objectives of Encore. Based on initial discussions with the management team, the proposed rates will maintain the current rate structure as the existing rates, including a demand / minimum monthly charge based on the customers' demand requirements and a variable charge based on metered use. The calculated rates will be applied to the customer demand projections to demonstrate the sufficiency of projected revenue based on the projected revenue requirements.

Task 6 – Preparation of Technical Memorandum and Presentation of Results: Raftelis will prepare a technical memorandum documenting the proposed rates and outlining the significant assumptions and analysis relied upon to design rates. A draft memorandum will be provided to the management team for review and comment. The final document will be prepared electronically with up to ten (10) copies provided upon request. Based on discussions with the District Management, the presentation of results by a representative of Raftelis at an Encore Community Development District Board public meeting anticipated in July 2025.

A summary of meetings included in this scope of services is summarized below:

<b>On-Site Meetings</b>	<b>Number of Meetings</b>
Kick-off Meeting	1
Presentation to Encore Board of Supervisors	1
Total On-site Meetings	2
Teleconference/Project Status Meetings	4

### **ADDITIONAL SERVICES**

Encore Community Development District may request that Raftelis perform additional services for this engagement. The following are examples of additional services that Raftelis considers outside what was described in the above scope of services:

1. Additional presentations or meetings;
2. Development of a feasibility report for the purpose of securing financing or similar purpose;
3. Costs incurred due to substantial delays in the duration of the project by the utility or major changes in policy; and
4. The performance of detailed rate re-evaluations or design after completion of the technical memorandum as required by the District Management or Encore Board of Supervisors.

### **DELIVERY SCHEDULE**

After being given notification to proceed by Encore Community Development District, Raftelis will prepare the study for presentation to the Board of Supervisors in July 2025. This assumes that the District will provide the required data on a timely basis to perform the rate analysis.

**(Remainder of page intentionally left blank)**

**I. SCOPE**

Raftelis Financial Consultants, Inc. ("Raftelis") agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of Raftelis shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

**II. COMPENSATION**

The Client, as defined in the agreement, agrees to pay for the services as billed within 30 days of receiving the invoice. Amounts paid after 30 days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or, if no reference is provided, at the actual cost as incurred by Raftelis.

**III. RESPONSIBILITY**

Raftelis is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. Raftelis shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. Raftelis does not expressly warrant or guarantee its services.

**IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS.**

If Raftelis' performance of services hereunder requires Raftelis to rely on information provided by other parties (excepting Raftelis' subcontractors), Raftelis shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

**V. INDEMNIFICATION**

Raftelis agrees to indemnify, defend, and hold Client harmless from and against liability caused by the negligent

errors or negligent omissions of Raftelis, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall Raftelis be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to indemnify, defend, and hold Raftelis harmless from and against any liability caused by the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

**VI. INSURANCE**

Raftelis shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$500,000
Medical Expense (Any One Person)	\$15,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed/Operation General Aggregate	\$2,000,000

2. Statutory worker's compensation and employers' liability insurance as required by state law.
3. Professional liability insurance at a limit of liability of not less than \$5,000,000 aggregate.

**VII. SUBCONTRACTS**

Unless specifically specified in the Agreement, Raftelis shall be entitled, to the extent determined to be appropriate by Raftelis, to subcontract any portion of the Work to be performed under this Agreement.

**VIII. ASSIGNMENT**

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by Client or Raftelis without prior, written consent of the other.

**IX. INTEGRATION**

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Raftelis as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

**X. JURISDICTION**

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state.

**XI. SEVERABILITY**

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

**XII. FORCE MAJEURE**

Raftelis shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of Raftelis. Raftelis will take reasonable steps to mitigate the impact of any force majeure.

**XIII. NO BENEFIT FOR THIRD PARTIES**

The services to be performed by Raftelis hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Raftelis' performance of its services hereunder.

**XIV. WORK PRODUCT**

Raftelis and Client recognize that Raftelis' Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Raftelis against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse. Nothing contained herein shall be deemed a transfer, assignment, or

divestiture by Raftelis of its trade secrets, expertise, or intellectual property.

**XV. SUSPENSION OF WORK**

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. Raftelis may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. Raftelis may suspend Work on the project in the event Client does not pay invoices when due. Raftelis shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

**XVI. TERMINATION OF WORK**

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by Raftelis: (a) for cause, if Client breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client; or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than 90 days.

In the event of termination, Raftelis shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. Raftelis shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

**XVII. ARBITRATION**

All claims, disputes and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Florida Arbitration Code. No arbitration arising out of or relating to this agreement shall include any person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the parties hereto and persons to be joined.

This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this agreement. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction.

**XVIII. E-VERIFY REQUIRED**

Raftelis and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Raftelis agrees and acknowledges that the Client is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Raftelis by entering into this Agreement with the Client, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into this Agreement, no contract of Raftelis was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) Raftelis is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Additionally, Raftelis shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering into the Agreement and then annually on each anniversary of the Agreement's Effective Date. The Client's receipt of proof that Raftelis and each subcontractor performing through

Raftelis are E-Verify system participants is a condition precedent to entering this Agreement. The submission of an executed affidavit, similar to the affidavit in Exhibit A, from the Raftelis and any subcontractor stating it is in compliance with Section 448.095, Florida Statutes, and all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system shall satisfy this requirement.

Notwithstanding any other provision herein, if the Client has a good faith belief that Raftelis or its subcontractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Client shall terminate this Agreement. Raftelis shall be liable for any additional costs incurred by the Client as a result of the termination of this Agreement based on the failure of Raftelis or its subcontractors to comply with the E-Verify requirements referenced herein.

**XIX. HUMAN TRAFFICKING AFFIDAVIT**

Raftelis warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Raftelis has executed a Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

**XX. NOTICES**

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Raftelis Project Manager and to the person signing the Agreement on behalf of the Client and shall be effective upon delivery to the address stated in the Agreement.

**XXI. PUBLIC RECORDS**

Pursuant to applicable Florida law, Raftelis' records associated with this Agreement may be subject to Florida's public records laws, Florida Statutes 119.01, et seq., as amended from time to time. Raftelis shall comply with all public records obligations set for in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Client at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701 (2013).

## Encore Community Development District

Project Cost Estimate for Development of a Chilled Water System Rate Study - Fiscal Year 2025

Line No.	Activity	Project Manager/ Vice President	Senior Consultant	Associate Consultant	Administration	Totals
1	<b>Project Billing Rates (\$/Hr.)</b>	\$ 375.00	\$ 260.00	\$ 195.00	\$ 100.00	
	<b>Direct labor Costs</b>					
2	Task 1 - Data Acquisition and Review	2	8	2	2	14
3	Task 2 - Project Kick-off, Policy Objective, and Information Review (Includes Meeting)	12	12	-	-	24
4	Task 3 - Customer Demand Projections	8	8	8	-	24
5	Task 4 - Five-year Revenue Requirements for the Chilled Water System	8	32	16	-	56
6	Task 5 - Design Chilled Water System Rates	2	6	-	-	8
	Task 6 - Presentation of Results and Preparation of Technical Memorandum					
7	Preparation of Technical Memorandum	4	12	2	8	26
8	Preparation of District Board Public Hearing Presentation	4	4	-	2	10
9	Attendance of District Public Hearing	8	8	-	-	16
10	Review Rate Resolution	2	-	-	-	2
11	Total Project Hours	50	90	28	12	180
12	Total Direct Labor Cost - All Tasks (Technical Services)	\$ 18,750	\$ 23,400	\$ 5,460	\$ 1,200	\$ 48,810
13	Average Hourly Billing Rate					\$ 271.17
	<b>Allowance for Other Direct Costs</b>					
	Transportation Expenses:					
14	Mileage Allowance					\$ 300
	Total Allowance for Other Direct Costs					\$ 300
	Total Proposed Project Cost					<u>\$ 49,110</u>



**Exhibit B**  
Hourly Rates

**EXHIBIT B**

**ENCORE COMMUNITY DEVELOPMENT DISTRICT  
2025 CHILLED WATER RATE STUDY**

**SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES**

<b><u>Position</u></b>	<b><u>Hourly Rate*</u></b>
Chair/Chair Emeritus	\$500
Chief Executive Officer/President	\$475
Executive Vice President	\$425
Vice President	\$375
Senior Manager	\$340
Recruiter	\$310
Principal/Senior Advisor	\$310
Manager	\$295
Senior Consultant	\$260
Executive Coach	\$260
Consultant	\$230
Creative Director	\$230
Associate Consultant	\$195
Graphic Designer	\$170
Analyst	\$150
Administration	\$100

\* These rates will be in effect through calendar year 2025 and will then increase annually by 3% unless specified otherwise by contract.

## **Tab 6**



# Quarterly Compliance Audit Report

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## Encore

**Date:** July 2025 - 2nd Quarter

**Prepared for:** Matthew Huber

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Susan Morgan - *SchoolStatus Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard





# Florida F.S. 189.069 Requirements

Result: **PASSED**

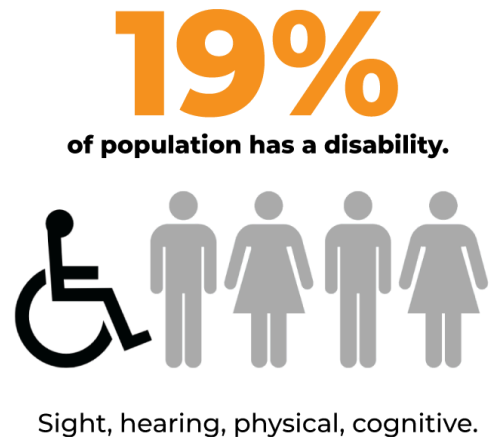
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

**Helpful articles:** <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

**Helpful article:** <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

**Helpful article:** <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

## **Tab 7**



**RESOLUTION 2025-07**  
**[FY 2026 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"), the District Manager prepared and submitted to the Board of Supervisors ("Board") of the Encore Community Development District ("District") prior to June 15, 2025, proposed budget(s) ("Proposed Budget") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

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

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

**SECTION 1. BUDGET**

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Encore Community Development District for the Fiscal Year Ending September 30, 2026."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

## **SECTION 2.      APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

## **SECTION 3.      BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 may amend its Adopted Budget for that fiscal year as follows:

- a.      A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b.      The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c.      Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

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

**PASSED AND ADOPTED THIS 14TH DAY OF AUGUST 2025.**

ATTEST:

**ENCORE COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary / Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:**      FY 2026 Budget



Rizzetta & Company

# **Encore Community Development District**

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

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## **Approved Proposed Budget for Fiscal Year 2025/2026**

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Rizzetta & Company

Approved Proposed Budget Encore Community Development District General Fund Fiscal Year 2025/2026							
Chart of Accounts Classification		Actual YTD through 02/28/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
1							
2	ASSESSMENT REVENUES						
3							
4	Special Assessments						
5	Tax Roll*	\$ -	\$ -	\$ 360,694	\$ (360,694)	\$ 398,424	\$ 37,731
6	Off Roll*	\$ -	\$ -	\$ 34,992	\$ (34,992)	\$ 38,653	\$ 3,660
7							
8	Assessment Revenue Subtotal	\$ -	\$ -	\$ 395,686	\$ (395,686)	\$ 437,077	\$ 41,391
9							
10	OTHER REVENUES						
11							
12	Other Miscellaneous Revenues						
13	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15							
16	Other Revenue Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17							
18	TOTAL REVENUES	\$ -	\$ -	\$ 395,686	\$ (395,686)	\$ 437,077	\$ 41,391
19	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.						
20							
21	EXPENDITURES - ADMINISTRATIVE						
22							
23	Legislative						
24	Supervisor Fees	\$ 3,800	\$ 9,120	\$ 12,000	\$ 2,880	\$ 12,000	\$ -
25	Financial & Administrative						
26	Accounting Services	\$ 2,344	\$ 5,626	\$ 5,624	\$ (2)	\$ 6,724	\$ 1,100
27	Administrative Services	\$ 1,593	\$ 3,823	\$ 3,824	\$ 1	\$ 4,924	\$ 1,100
28	Assessment Roll	\$ 5,624	\$ 5,624	\$ 5,624	\$ -	\$ 5,624	\$ -
29	Auditing Services	\$ -	\$ -	\$ 5,100	\$ 5,100	\$ 5,100	\$ -
30	District Engineer	\$ 4,770	\$ 11,448	\$ 5,000	\$ (6,448)	\$ 10,000	\$ 5,000
	Mechanical Engineer	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000
31	District Management	\$ 12,909	\$ 30,982	\$ 30,982	\$ 0	\$ 30,982	\$ -
32	Dues, Licenses & Fees	\$ 175	\$ 420	\$ 175	\$ (245)	\$ 175	\$ -
33	Legal Advertising	\$ 379	\$ 910	\$ 5,500	\$ 4,590	\$ 5,500	\$ -
34	Miscellaneous Mailings	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
35	Public Officials Liability Insurance	\$ 3,700	\$ 3,700	\$ 3,804	\$ 104	\$ 4,163	\$ 359
36	Website Hosting, Maintenance, Backup (and Email)	\$ 1,269	\$ 3,046	\$ 2,738	\$ (308)	\$ 2,738	\$ -
37	Legal Counsel						
38	District Counsel	\$ 9,759	\$ 23,422	\$ 10,000	\$ (13,422)	\$ 20,000	\$ 10,000
39							
40	Administrative Subtotal	\$ 46,322	\$ 98,119	\$ 92,871	\$ (5,248)	\$ 125,430	\$ 32,559
41							
42	EXPENDITURES - FIELD OPERATIONS						
43							
44	Electric Utility Services						
45	Utility - Street Lights	\$ 493	\$ 1,183	\$ 2,000	\$ 817	\$ 2,000	\$ -
46	Utility Services	\$ 2,439	\$ 5,854	\$ 13,500	\$ 7,646	\$ 13,500	\$ -
47	Solar Energy						
48	Solar Maintenance	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ -
49	Stormwater Control						
50	Stormwater System Maintenance	\$ 5,900	\$ 14,160	\$ 28,600	\$ 14,440	\$ 28,600	\$ -
51	Other Physical Environment						
52	General Liability Insurance	\$ 4,036	\$ 4,036	\$ 4,149	\$ 113	\$ 4,541	\$ 392
53	Holiday Decorations	\$ -	\$ -	\$ 35,000	\$ 35,000	\$ 40,000	\$ 5,000
54	Irrigation Maintenance	\$ 1,108	\$ 2,659	\$ 2,500	\$ (159)	\$ 2,500	\$ -
55	Irrigation Repairs	\$ 995	\$ 2,388	\$ 15,000	\$ 12,612	\$ 15,000	\$ -
56	Landscape - Mulch	\$ -	\$ -	\$ 14,500	\$ 14,500	\$ 14,500	\$ -
57	Landscape Inspection Services	\$ 4,500	\$ 10,800	\$ 10,800	\$ -	\$ 12,000	\$ 1,200
58	Landscape Maintenance	\$ 26,014	\$ 62,434	\$ 75,000	\$ 12,566	\$ 75,000	\$ -
59	Landscape Maintenance - Meadow	\$ -	\$ -	\$ 5,100	\$ 5,100	\$ 5,100	\$ -
60	Landscape Replacement Plants, Shrubs, Trees	\$ 1,387	\$ 3,329	\$ 20,000	\$ 16,671	\$ 20,000	\$ -
61	Property Insurance	\$ 11,151	\$ 11,151	\$ 18,666	\$ 7,515	\$ 20,906	\$ 2,240
62	Road & Street Facilities						
63	Street Light/Decorative Light Maintenance	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ -
64	Street Sign Repair & Replacement	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ -
65	Contingency						
66	Miscellaneous Contingency	\$ 21,513	\$ 51,631	\$ 30,000	\$ (21,631)	\$ 30,000	\$ -
67							
68	Field Operations Subtotal	\$ 79,536	\$ 169,625	\$ 302,815	\$ 133,190	\$ 311,647	\$ 8,832
69							
70	TOTAL EXPENDITURES	\$ 125,858	\$ 267,744	\$ 395,686	\$ 127,942	\$ 437,077	\$ 41,391
71							
72	EXCESS OF REVENUES OVER EXPENDITURES	\$ (125,858)	\$ (267,744)	\$ -	\$ (267,744)	\$ -	\$ -
73							

**Approved Proposed Budget**  
**Encore Community Development District**  
Chiller Fund  
Fiscal Year 2025/2026

	Chart of Accounts Classification	Actual YTD through 02/28/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
1							
2	<b>REVENUES</b>						
3							
4	<i><b>Charges for Services</b></i>						
5	Usage Rate Collections		\$ -	\$ 1,200,000	\$ (1,200,000)	\$ 1,200,000	\$ -
6	<i><b>Contributions &amp; Donations from Private Sources</b></i>						
7	Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	EnerNOC Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	<i><b>Other Miscellaneous Revenues</b></i>						
10	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11							
12	<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ 1,200,000	\$ (1,200,000)	\$ 1,200,000	\$ -
13							
14	<b>EXPENDITURES - ADMINISTRATIVE</b>						
15							
16	<i><b>Financial &amp; Administrative</b></i>						
17	Accounting Services	\$ 4,686	\$ 11,246	\$ 11,248	\$ 2	\$ 11,248	\$ -
18	District Engineer	\$ 5,498	\$ 13,195	\$ 50,000	\$ 36,805	\$ 30,687	\$ (19,313)
19	Rate Consulting Services	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ -
20	<i><b>Legal Counsel</b></i>						
21	District Counsel	\$ 401	\$ 962	\$ 16,000	\$ 15,038	\$ 16,000	\$ -
22							
23	<b>Administrative Subtotal</b>	\$ 10,585	\$ 25,404	\$ 92,248	\$ 66,844	\$ 72,935	\$ (19,313)
24							
25	<b>EXPENDITURES - FIELD OPERATIONS</b>						
26							
27	<i><b>Electric Utility Services</b></i>						
28	Utility Services	\$ 190,335	\$ 456,804	\$ 520,950	\$ 64,146	\$ 520,950	\$ -
29	<i><b>Water-Sewer Combination Services</b></i>						
30	Utility Services	\$ 45,573	\$ 109,375	\$ 25,000	\$ (84,375)	\$ 30,000	\$ 5,000
31	<i><b>Other Physical Environment</b></i>						
32	Property Insurance	\$ 71,488	\$ 71,488	\$ 72,302	\$ 814	\$ 86,615	\$ 14,313
33	<i><b>Parks &amp; Recreation</b></i>						
34	Maintenance & Monitoring Contracts	\$ 161,334	\$ 387,202	\$ 310,000	\$ (77,202)	\$ 310,000	\$ -
35	Maintenance & Repairs	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
36	Telephone, Internet, Cable	\$ 2,123	\$ 5,095	\$ 4,500	\$ (595)	\$ 4,500	\$ -
37	<i><b>Contingency</b></i>						
38	Miscellaneous Contingency	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ -
39							
40	<b>Field Operations Subtotal</b>	\$ 470,853	\$ 1,029,964	\$ 1,107,752	\$ 77,788	\$ 1,127,065	\$ 19,313
41							
42	<b>TOTAL EXPENDITURES</b>	\$ 481,438	\$ 1,055,368	\$ 1,200,000	\$ 144,632	\$ 1,200,000	\$ -
43							
44	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	\$ (481,438)	\$ (1,055,368)	\$ -	\$ (1,055,368)	\$ -	\$ -
45							

Approved Proposed Budget

Encore Community Development District

Chiller Reserve Fund

Fiscal Year 2025/2026

Chart of Accounts Classification		Actual YTD through 02/28/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
1							
2	REVENUES						
3							
4	Contributions & Donations from Private Sources						
5	Developer Contributions	\$ -	\$ -	\$ 280,000	\$ (280,000)	\$ 280,000	\$ -
6	Other Miscellaneous Revenues						
7	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Interest Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9							
10	TOTAL REVENUES	\$ -	\$ -	\$ 280,000	\$ (280,000)	\$ 280,000	\$ -
11							
12	EXPENDITURES						
13							
14	Contingency						
15	Capital Reserves/Pipe	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
16	Capital Reserve/Plant	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ -
17							
18	TOTAL EXPENDITURES	\$ -	\$ -	\$ 280,000	\$ 280,000	\$ 280,000	\$ -
19							
20	EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21							

ENCORE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026 O&M ASSESSMENT SCHEDULE

2025/2026 O&M Budget:		\$437,077.00	2024/2025 O&M Budget:	\$395,686.00
County Collection Costs:	2%	\$9,299.51	2025/2026 O&M Budget:	\$437,077.00
Early Payment Discounts:	4%	\$18,599.02		
2025/2026 Total:		\$464,975.53	Total Difference:	\$41,391.00

Land Use Category	Unit Type	Per Unit Annual Assessment Comparison <sup>(1)</sup> <sup>(2)</sup>		Proposed Increase / Decrease	
		2024/2025	2025/2026	\$	%
Affordable MF Rental(AFR)	Residence	\$193.20	\$213.41	\$20.21	10%
Market Rate MF Rental(MRKR)	Residence	\$241.50	\$266.76	\$25.26	10%
Affordable MF Condo(AFC)	Residence	\$289.80	\$320.11	\$30.31	10%
Market Rate MF Condo(MRKC)	Residence	\$338.09	\$373.46	\$35.37	10%
Hotel	Room	\$338.09	\$373.46	\$35.37	10%
Museum	Sq Foot	\$0.24	\$0.27	\$0.03	10%
Retail-Grocery	Sq Foot	\$0.48	\$0.53	\$0.05	10%
Other Retail	Sq Foot	\$0.39	\$0.43	\$0.04	10%
Office	Sq Foot	\$0.32	\$0.36	\$0.03	10%

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

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



ENCORE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026 O&M ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$437,077.00
COLLECTION COSTS @	2%	\$9,299.51
EARLY PAYMENT DISCOUNT @	4%	\$18,599.02
TOTAL O&M ASSESSMENT		\$464,975.53

UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT				ANNUAL ASSESSMENT PER UNIT
LAND USE CATEGORY	UNITS	UNIT TYPE	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M <sup>(1)</sup>
Affordable MF Rental(AFR)	545	Residence	0.40	218.00	25.01%	\$116,306.57	\$213.41
Market Rate MF Rental(MRKR)	225	Residence	0.50	112.50	12.91%	\$60,020.59	\$266.76
Affordable MF Condo(AFC)	30	Residence	0.60	18.00	2.07%	\$9,603.29	\$320.11
Market Rate MF Condo(MRKC)	270	Residence	0.70	189.00	21.69%	\$100,834.60	\$373.46
Hotel	200	Room	0.70	140.00	16.06%	\$74,692.29	\$373.46
	1,270						
Museum	3,900	Sq Foot	2,000.00	1.95	0.22%	\$1,040.36	\$0.27
Retail-Grocery	36,000	Sq Foot	1,000.00	36.00	4.13%	\$19,206.59	\$0.53
Other Retail	45,100	Sq Foot	1,250.00	36.08	4.14%	\$19,249.27	\$0.43
Office	180,000	Sq Foot	1,500.00	120.00	13.77%	\$64,021.97	\$0.36
	265,000						
Total Community	266,270			871.53	100.00%	\$464,975.53	

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

(\$27,898.53)

Net Revenue to be Collected:

\$437,077.00

<sup>(1)</sup> Annual assessment that will appear on November 2025 Hillsborough County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

ENCORE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026 O&M ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$472,077.00
COLLECTION COSTS @	2%	\$10,044.19
EARLY PAYMENT DISCOUNT @	4%	\$20,088.38
TOTAL O&M ASSESSMENT		\$502,209.57

UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT				ANNUAL ASSESSMENT PER UNIT
LAND USE CATEGORY	UNITS	UNIT TYPE	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M <sup>(1)</sup>
Affordable MF Rental(AFR)	545	Residence	0.40	218.00	25.01%	\$125,620.10	\$230.50
Market Rate MF Rental(MRKR)	225	Residence	0.50	112.50	12.91%	\$64,826.89	\$288.12
Affordable MF Condo(AFC)	30	Residence	0.60	18.00	2.07%	\$10,372.30	\$345.74
Market Rate MF Condo(MRKC)	270	Residence	0.70	189.00	21.69%	\$108,909.17	\$403.37
Hotel	200	Room	0.70	140.00	16.06%	\$80,673.46	\$403.37
	1,270						
Museum	3,900	Sq Foot	2,000.00	1.95	0.22%	\$1,123.67	\$0.29
Retail-Grocery	36,000	Sq Foot	1,000.00	36.00	4.13%	\$20,744.60	\$0.58
Other Retail	45,100	Sq Foot	1,250.00	36.08	4.14%	\$20,790.70	\$0.46
Office	180,000	Sq Foot	1,500.00	120.00	13.77%	\$69,148.68	\$0.38
	265,000						
Total Community	266,270			871.53	100.00%	\$502,209.57	

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

(\$30,132.57)

Net Revenue to be Collected:

\$472,077.00

<sup>(1)</sup> Annual assessment that will appear on November 2025 Hillsborough County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

### REVENUES:

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

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

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

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### EXPENDITURES – ADMINISTRATIVE:

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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## **EXPENDITURES - FIELD OPERATIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **RESERVE FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

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

## **REVENUES:**

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

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

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

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



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## EXPENDITURES:

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

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

## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

## REVENUES:

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

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## EXPENDITURES – ADMINISTRATIVE:

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

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



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## **Tab 8**

**RESOLUTION 2025-08**  
**[FY 2026 ASSESSMENT RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

**WHEREAS**, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

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

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
3. **[RESERVED].**
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
- a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on "**Direct Collect Property**" identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District's Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
- i. **Due Date (O&M Assessments).** O&M Assessments directly collected by the District shall be due and payable in full on **December 1, 2025**; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: **50%** due no later than **November 1, 2025**, **25%** due no later than **February 1, 2026** and **25%** due no later than **May 1, 2026**.
- ii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and

enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

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

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

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

**PASSED AND ADOPTED THIS 14TH DAY OF AUGUST 2025.**

ATTEST:

**ENCORE COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

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

**Exhibit A:** Adopted Budget  
**Exhibit B:** Assessment Roll

**EXHIBIT B**  
Assessment Roll

Assessment roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, Florida Statutes.

## Tab 9

## **RESOLUTION 2025-09**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2025/2026, AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

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

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

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

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

1. The Fiscal Year 2025/2026 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.

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

**PASSED AND ADOPTED THIS 14<sup>th</sup> DAY OF AUGUST 2025.**

**ENCORE COMMUNITY  
DEVELOPMENT DISTRICT**

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**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

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**SECRETARY / ASST. SECRETARY**

**EXHIBIT "A"**  
**BOARD OF SUPERVISORS MEETING DATES**  
**ENCORE COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2025/2026**

October 2, 2025  
November 6, 2025  
December 4, 2025  
January 8, 2026  
February 5, 2026  
March 5, 2026  
April 2, 2026  
May 7, 2026  
June 4, 2026  
July 2, 2026  
August 6, 2026  
September 3, 2026

All meetings will convene at 1:30 p.m., and will be held at the Ella at Encore, located at 1210 Ray Charles Blvd. Tampa, Florida 33602.



## **Tab 10**

**MINUTES OF MEETING**

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

**ENCORE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Encore Community Development District was held on **Thursday, July 2, 2025, at 4:00 p.m.** at The Ella at Encore, located at 1210 Ray Charles Blvd. Tampa, Florida 33602.

Present and constituting a quorum:

Julia Jackson	<b>Board Supervisor, Chairman</b>
Irma Ruiz	<b>Board Supervisor, Vice Chairman</b>
Mae Walker	<b>Board Supervisor, Assistant Secretary</b>
Michael Randolph	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Stephanie DeLuna	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Sarah Sandy	<b>District Counsel, Kutak Rock (via phone)</b>
Greg Woodcock	<b>Representative, Stantec (via phone)</b>
Jeff Watson	<b>Representative, Trane</b>
John Toborg	<b>Field Services, Rizzetta &amp; Company, Inc.</b>
David Ilonya	<b>Tampa Housing Authority</b>
Chrissy Van Helden	<b>Representative, Yellowstone</b>
	<b>Representative, Asset Management</b>

Audience	<b>None</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

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

**SECOND ORDER OF BUSINESS**

Audience comments were heard regarding lighting.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

**A. Landscape Inspection**

**1. Review of Landscape Inspection Report and Responses**

Mr. Toborg reviewed the inspection report and stated what adjustments that need to take place throughout the District.

Turf has started to be installed and the scope of work was reviewed. The

Board gave feedback pertaining to behind the Chiller Park.

**2. Review of Irrigation Report**

Ms. VanHelden reviewed the irrigation report and the scheduling for new sod.

**3. Review of Landscape & Irrigation Maintenance Project Manual**

**B. Springer Environmental Update on Meadow**

Mr. Springer was not present.

**C. District Counsel**

Ms. Sandy had no updates.

**D. District Engineer**

Mr. Woodcock was present via phone. The louver project for the Chiller building is due to be installed the second week of July.

**E. Chiller System Manager - Trane**

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

Mr. Watson reviewed his report and provided updates. He provided a review of peak demand management and equipment testing. This report is in arrears, the May and June report will continue to show. The water being used is City water, not well water. We are awaiting proposal for well water.

**F. Tampa Housing Authority Update**

Updates to Lot 12, with grocery. They are working on opening next year at this time. Lot 8 is about to open.

**G. District Manager**

Ms. DeLuna reminded the Board that the next meeting is Wednesday, August 7, 2025 at 1:30 p.m.

Ms. DeLuna asked for a motion for staff to work outside of a meeting to publish the public hearing for the 2025-2026 budget.

On a Motion by Ms. Jackson, seconded by Ms. Ruiz, the Board unanimously agreed to allowing staff to work outside of a meeting to publish public hearing for 2025-2026 budget, for the Encore Community Development District.

On a Motion by Ms. Jackson, seconded by Mr. Randolph, the Board unanimously agreed to allowing staff to work outside of a meeting to publish public hearing 2025-2026 budget for August 7, 2025 at 1:30 p.m., for the Encore Community Development District.

**FOURTH ORDER OF BUSINESS**

**Business Items**

**A. Consideration of Copperline Electric Proposal**

On a Motion by Mr. Randolph, seconded by Ms. Jackson, the Board approved the Copperline Electric Proposal, not to exceed \$5,000.00, for the Encore Community Development District.

**B. Discussion of Fiscal Year 2025-2026 Budget**

This was discussed under District Manager updates.

**C. Consideration of 2024-2025 Goals and Objectives**

This item was not reviewed at this meeting.

**FIFTH ORDER OF BUSINESS**

**Business Administration**

**A. Consideration of Minutes of the Board of Supervisors Regular Meeting Held on June 5, 2025.**

On a Motion by Mr. Randolph, seconded by Ms. Jackson, the Board unanimously approved the minutes of the Board of Supervisors Regular Meeting held on June 5, 2025, as presented, for the Encore Community Development District.

**B. Consideration of Operations and Maintenance Expenditures for May 2025**

On a Motion by Ms. Jackson, seconded by Ms. Ruiz, the Board ratified the Operations and Maintenance Expenditures for May 2025 (\$19,290.66), for the Encore Community Development District.

**C. Consideration of Chiller Fund Operations and Maintenance Expenditures for May 2025.**

On a Motion by Ms. Jackson, seconded by Ms. Walker, the Board ratified the Chiller Fund Operations and Maintenance Expenditures for May 2025 (\$770,492.00), for the Encore Community Development District.

**SIXTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no Supervisor requests.

**SEVENTH ORDER OF BUSINESS**

**Audience Comments**

There were no audience comments.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Jackson, seconded by Ms. Ruiz, the Board unanimously approved to adjourn the meeting at 5:45 p.m., for the Encore Community Development District.

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

\_\_\_\_\_  
Chairman/Vice Chairman

## **Tab 11**

# ENCORE COMMUNITY DEVELOPMENT DISTRICT

---

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

## **Operation and Maintenance Expenditures June 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2025 through June 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$16,229.74**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## Encore Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2025 Through June 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Irma Ruiz	300044	IR060525	Board of Supervisor Meeting 06/05/25	\$ 200.00
Julia Jackson	300043	JJ060525	Board of Supervisor Meeting 06/05/25	\$ 200.00
Kutak Rock, LLP	300050	3570575	Legal Services - Boundary 04/25	\$ 851.00
Kutak Rock, LLP	300052	3570574 CDD	Legal Services 04/25	\$ 1,556.50
Mae F. Walker	300045	MW060525	Board of Supervisor Meeting 06/05/25	\$ 200.00
Mandy Electric, Inc	300047	18768	Lighting Test 06/25	\$ 600.00
Michael Randolph	300046	MR060525	Board of Supervisor Meeting 06/05/25	\$ 200.00
Rizzetta & Company, Inc.	300042	INV0000099645 General	District Management Fees 06/25	\$ 4,369.16
Rizzetta & Company, Inc.	300049	INV0000099824	Mass Mailing-Budge Notice 06/25	\$ 145.72
Springer Environmental Services, Inc.	300053	15077	Cleanup Services 05/25	\$ 449.50
TECO	20250627-1	TECO Summary 05/25-201 ACH	TECO Summary 05/25-201 ACH	\$ 529.38



## Encore Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2025 Through June 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Observer Group, Inc.	300048	25-01571H	Legal Advertising 06/25	\$ 315.00
The Observer Group, Inc.	300048	25-01639H	Legal Advertising 06/25	\$ 94.06
Yellowstone Landscape	20250616-1	916237	Irrigation Repairs 05/25	\$ 127.36
Yellowstone Landscape	20250616-1	916238	Irrigation Repairs 05/25	\$ 35.50
Yellowstone Landscape	20250626-2	922267	Landscape Enhancement & Irrigation 05/25	\$ 1,487.00
Yellowstone Landscape	20250626-2	923007	Monthly Landscape Maintenance 06/25	<u>\$ 4,869.56</u>
<b>Total Report</b>				<u><b>\$ 16,229.74</b></u>

**Encore CDD**

Meeting Date: June 5, 2025

**SUPERVISOR PAY REQUEST****RECEIVED**  
06/09/25

<u>Name of Board Supervisor</u>	<u>Check if paid</u>	
Billi Johnson-Griffin	<input checked="" type="checkbox"/>	
Mae Walker	<input checked="" type="checkbox"/>	MW060525
Julia Jackson	<input checked="" type="checkbox"/>	JJ060525
Irma Ruiz	<input checked="" type="checkbox"/>	IR060525
Michael Randolph	<input checked="" type="checkbox"/>	MR060525

**NOTE:** Supervisors are only paid if checked.**EXTENDED MEETING TIMECARD**

Meeting Start Time:	4:00pm
Meeting End Time:	6:07pm
Total Meeting Time:	2:07
Time Over <u>3</u> Hours:	
Total at <b>\$175.00</b> per Hour:	

**ADDITIONAL OR CONTINUED MEETING TIMECARD**

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00
Business Mileage Round Trip	
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature: \_\_\_\_\_

**KUTAK ROCK LLP****TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 31, 2025

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Encore CDD

Rizzetta &amp; Company

Suite 200

3434 Colwell Avenue

Tampa, FL 33614

Invoice No. 3570575

6723-2

Re: Boundary Amendment

For Professional Legal Services Rendered

04/04/25	S. Sandy	0.70	227.50	Facilitate setting boundary amendment hearing; confer with City staff regarding same; confer with Woodward regarding status
04/22/25	S. Sandy	0.20	65.00	Confer with City staff regarding status of City hearings
04/23/25	D. Wilbourn	0.70	126.00	Review and compare draft ordinance; prepare for hearing
04/29/25	D. Wilbourn	1.50	270.00	Prepare for hearing; prepare outline; confer with Sandy
04/30/25	S. Sandy	0.50	162.50	Prepare for first reading

TOTAL HOURS 3.60

TOTAL FOR SERVICES RENDERED \$851.00

TOTAL CURRENT AMOUNT DUE \$851.00**RECEIVED**  
06/04/2025

**KUTAK ROCK LLP****TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 31, 2025

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Ms. Jennifer Goldyn  
Encore CDD  
Rizzetta & Company  
Suite 200  
3434 Colwell Avenue  
Tampa, FL 33614

Invoice No. 3570574  
6723-1

---

Re: General

## For Professional Legal Services Rendered

04/01/25	S. Sandy	1.50	487.50	Prepare work authorization for Lot 10 connection; confer with Watson regarding same
04/02/25	S. Sandy	1.30	422.50	Confer with DeLuna; prepare for board meeting; prepare Lot 10 connection work authorization
04/03/25	S. Sandy	2.60	845.00	Prepare for and attend board meeting; conduct follow up regarding same
04/04/25	S. Sandy	2.10	682.50	Confer with DeLuna regarding qualified electors; conduct meeting follow up; prepare agreement for vault maintenance; confer with Woodward; prepare chilled water rate study agreement; confer with Woodcock regarding same
04/04/25	D. Wilbourn	0.80	144.00	Prepare agreement for drainage repairs
04/06/25	J. Johnson	0.50	192.50	Monitor legislative process relating to matters impacting special districts

**KUTAK ROCK LLP**

Encore CDD

May 31, 2025

Client Matter No. 6723-1

Invoice No. 3570574

Page 2

04/07/25	S. Sandy	0.40	130.00	Conference with DeLuna, Chack-on, and Woodcock regarding various District items; prepare pressure washing addendum
04/07/25	D. Wilbourn	0.70	126.00	Prepare agreement for pressure washing
04/15/25	S. Sandy	0.60	195.00	Confer with DeLuna regarding FY 2026 budget; conduct follow up regarding same; review status of 2025 legislative session matters affecting special districts
04/15/25	D. Wilbourn	0.30	54.00	Prepare fiscal year budget documents
04/17/25	S. Sandy	1.00	325.00	Review Lot 10 connection application, work authorization, and exhibit to same; confer with Angulo and Watson regarding same
04/22/25	S. Sandy	0.20	65.00	Confer regarding Lot 12 connection work funding agreement
04/23/25	S. Sandy	0.90	292.50	Review Lot 10 connection work authorization and proposal; confer regarding Lot 13 stormwater approval
04/24/25	S. Sandy	0.50	162.50	Review updated Trane proposal for Lot 10 connection; review draft agenda; confer regarding Lot 12 developer funding
04/30/25	S. Sandy	0.10	32.50	Confer with Woodcock

TOTAL HOURS 13.50

TOTAL FOR SERVICES RENDERED

TOTAL CURRENT AMOUNT DUE

**RECEIVED**  
06/04/2025

\$4,156.50

\$4,156.50

CDD \$,1556.50

MANDY ELECTRIC, INC.  
6201 N Nebraska  
TAMPA, FL 33604  
8132649234  
carie@mandyselectric.com  
www.mandyselectric.com

Invoice



BILL TO
Encore CDD 3434 Colwell Ave, Suite 200 Tampa, FL 33614

SHIP TO
Encore

INVOICE #	DATE	TOTAL DUE		TERMS	ENCLOSED
18768	06/05/2025	\$600.00		On completion	

DESCRIPTION	QTY	RATE	AMOUNT
Completed lighting functionality test on 6/4	1	600.00	600.00

BALANCE DUE \$600.00

RECEIVED  
06/05/25

**Rizzetta & Company, Inc.**  
3434 Colwell Avenue  
Suite 200  
Tampa FL 33614

# Invoice

Date	Invoice #
6/2/2025	INV0000099645

**Bill To:**

ENCORE CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

RECEIVED  
05/28/25

Services for the month of	Terms	Client Number
June	Upon Receipt	00201

[illegible]

**Rizzetta & Company, Inc.**  
3434 Colwell Avenue  
Suite 200  
Tampa FL 33614

# Invoice

Date	Invoice #
6/16/2025	INV0000099824

**Bill To:**

ENCORE CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

RECEIVED  
06/16/25

Services for the month of	Terms	Client Number
June	Upon Receipt	00201

[illegible]





5926 W US Highway 92  
Plant City, FL 33566-8071

**Native Nursery Hours:**  
**Mon - Fri: 9:00 - 4:00**  
**Sat: By Appointment**

**Invoice**

15077

5/31/2025

Bill To
Encore Community Development District Rizzetta & Company, Inc. 9428 Camden Field Parkway Riverview, FL 33578

P.O. No.	Terms
	Net 30

Quantity	Description	Rate	Amount
7.75	05/22 Cleanup Session Hillsborough County Sales Tax Collection	58.00 6.50%	449.50 0.00
		RECEIVED 06/02/25	

Please mail payments to: 13841 Hwy 92 E, Dover, FL 33527

Credit or debit card payments: Email [Admin@SpringerEnvironmental.com](mailto:Admin@SpringerEnvironmental.com)  
and request a link to pay.

**Total** **\$449.50**

**Encore CDD**  
**TECO Summary 05/25**  
**Period Covered: 05/01/25-05/30/25**

**RECEIVED**  
06/13/25

<u>Account Number</u>	<u>Invoice Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Location</u>	<u>GL Account</u>	<u>Credit</u>
211006275344	06/05/25	06/26/25	\$ 54.92	1101 Scott St E #A	4301	
211006275609	06/05/25	06/26/25	\$ 94.41	1199 Scott St E #B	4301	
211006276102	06/05/25	06/26/25	\$ 57.08	1231 Scott St E	4301	
211006276375	06/05/25	06/26/25	\$ 36.95	1261 Scott St E	4301	
211006276698	06/05/25	06/26/25	\$ 28.59	1261 Scott St E Chr Lights	4307	
211006277001	06/05/25	06/26/25	\$ 123.05	1200 Nebraska Av N	4301	
211006277597	06/05/25	06/26/25	\$ 103.49	1200 Nebraska Av N	4301	
211006277886	06/05/25	06/26/25	\$ -	1008 Nebraska Av N	4301	\$288.48
221007736350	06/05/25	06/26/25	\$ 30.89	1210 E. Hamilton Av	4301	
<b>TOTAL</b>			<u>\$ 529.38</u>			

53100	4301	\$	<b>500.79</b>	Utility
53100	4307	\$	<b>28.59</b>	Street Lights
<b>TOTAL</b>		<u>\$</u>	<u><b>529.38</b></u>	



ENCORE COMMUNITY DEVELOPMENT  
1101 SCOTT ST E, A  
TAMPA, FL 33602-0000

Statement Date: June 05, 2025

Amount Due: **\$54.92**

Due Date: June 26, 2025

Account #: 211006275344

**DO NOT PAY. Your account will be drafted on June 26, 2025**

## Account Summary

Current Service Period: May 01, 2025 - May 30, 2025

Previous Amount Due \$56.87

Payment(s) Received Since Last Statement -\$56.87

Current Month's Charges **\$54.92**

**Amount Due by June 26, 2025 \$54.92**

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

## Your Energy Insight



Your average daily kWh used was **0% higher** than the same period last year.



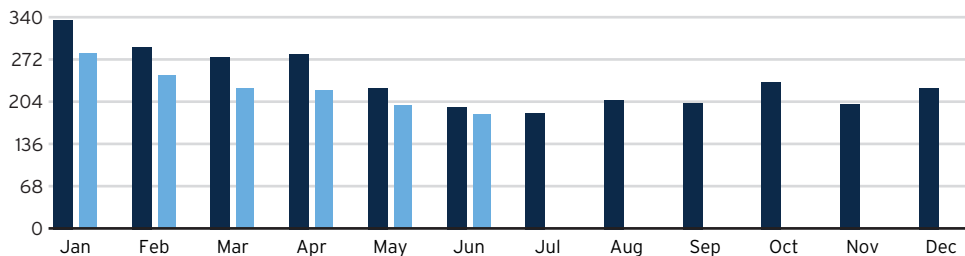
Your average daily kWh used was **14.29% lower** than it was in your previous period.



Scan here to view your account online.

## Monthly Usage (kWh)

2024 2025



Learn about your newly redesigned bill and get deeper insights about your usage by visiting [TECOaccount.com](https://TECOaccount.com)



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 211006275344

Due Date: June 26, 2025



**Pay your bill online at TampaElectric.com**

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](https://TampaElectric.com/Paperless) to enroll now.

Amount Due: **\$54.92**

Payment Amount: \$ \_\_\_\_\_

630396773664

Your account will be  
drafted on June 26, 2025

ENCORE COMMUNITY DEVELOPMENT  
3434 COLWELL AVE, STE 200  
TAMPA, FL 33614-8390

Mail payment to:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

Make check payable to: TECO

Please write your account number on the memo line of your check.



**Service For:**  
1101 SCOTT ST E  
A, TAMPA, FL 33602-0000

**Account #:** 211006275344  
**Statement Date:** June 05, 2025  
**Charges Due:** June 26, 2025

## Meter Read


**Meter Location:** # A

**Service Period:** May 01, 2025 - May 30, 2025

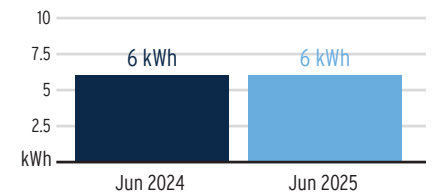
**Rate Schedule:** General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000291871	05/30/2025	44,544		44,360		184 kWh	1	30 Days

## Charge Details

	<b>Electric Charges</b>		
	Daily Basic Service Charge	30 days @ \$0.63000	\$18.90
	Energy Charge	184 kWh @ \$0.08641/kWh	\$15.90
	Fuel Charge	184 kWh @ \$0.03391/kWh	\$6.24
	Storm Protection Charge	184 kWh @ \$0.00577/kWh	\$1.06
	Clean Energy Transition Mechanism	184 kWh @ \$0.00418/kWh	\$0.77
	Storm Surcharge	184 kWh @ \$0.02121/kWh	\$3.90
	Florida Gross Receipt Tax		\$1.20
	<b>Electric Service Cost</b>		<b>\$47.97</b>
	Franchise Fee		\$3.14
	State Tax		\$3.81
	<b>Total Electric Cost, Local Fees and Taxes</b>		<b>\$54.92</b>

## Avg kWh Used Per Day



## Important Messages

**Total Current Month's Charges**

**\$54.92**

For more information about your bill and understanding your charges, please visit [TampaElectric.com](https://TampaElectric.com)

## Ways To Pay Your Bill



### Bank Draft

Visit [TECOaccount.com](https://TECOaccount.com) for free recurring or one time payments via checking or savings account.



### In-Person

Find list of Payment Agents at [TampaElectric.com](https://TampaElectric.com)



### Mail A Check

**Payments:**  
TECO  
P.O. Box 31318  
Tampa, FL 33631-3318  
Mail your payment in the enclosed envelope.



### Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at [TECOaccount.com](https://TECOaccount.com). Convenience fee will be charged.



### Phone

Toll Free:  
**866-689-6469**

### All Other

**Correspondences:**  
Tampa Electric  
P.O. Box 111  
Tampa, FL 33601-0111

## Contact Us

### Online:

[TampaElectric.com](https://TampaElectric.com)

### Phone:

**Commercial Customer Care:**

866-832-6249

**Residential Customer Care:**

813-223-0800 (Hillsborough)

863-299-0800 (Polk County)

888-223-0800 (All Other Counties)

### Hearing Impaired/TTY:

7-1-1

### Power Outage:

877-588-1010

### Energy-Saving Programs:

813-275-3909

**Please Note:** If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.



ENCORE COMMUNITY DEVELOPMENT  
1199 SCOTT ST E, B  
TAMPA, FL 33602-0000

Statement Date: June 05, 2025

Amount Due: **\$94.41**

Due Date: June 26, 2025

Account #: 211006275609

**DO NOT PAY. Your account will be drafted on June 26, 2025**

## Your Energy Insight



Your average daily kWh used was **6.67% lower** than the same period last year.



Your average daily kWh used was **0% higher** than it was in your previous period.



Scan here to view your account online.

## Account Summary

Current Service Period: May 01, 2025 - May 30, 2025

Previous Amount Due	\$96.44
Payment(s) Received Since Last Statement	-\$96.44

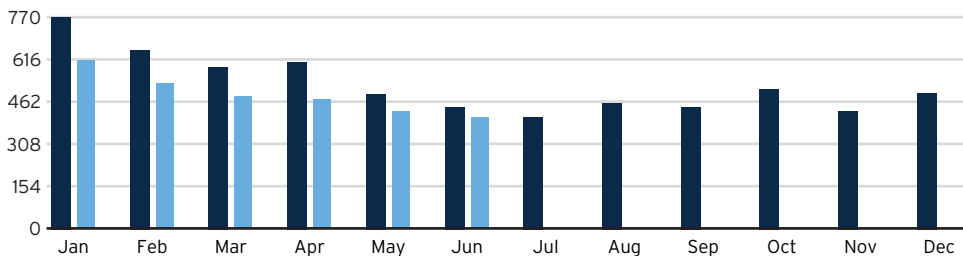
Current Month's Charges	<b>\$94.41</b>
-------------------------	----------------

<b>Amount Due by June 26, 2025</b>	<b>\$94.41</b>
------------------------------------	----------------

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

## Monthly Usage (kWh)

2024 2025



Learn about your newly redesigned bill and get deeper insights about your usage by visiting [TECOaccount.com](https://TECOaccount.com)



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 211006275609

Due Date: June 26, 2025



**Pay your bill online at [TampaElectric.com](https://TampaElectric.com)**

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](https://TampaElectric.com/Paperless) to enroll now.

Amount Due: **\$94.41**

Payment Amount: \$ \_\_\_\_\_

630396773665

Your account will be  
drafted on June 26, 2025

ENCORE COMMUNITY DEVELOPMENT  
3434 COLWELL AVE, STE 200  
TAMPA, FL 33614-8390

Mail payment to:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

Make check payable to: TECO

Please write your account number on the memo line of your check.



**Service For:**  
1199 SCOTT ST E  
B, TAMPA, FL 33602-0000

**Account #:** 211006275609  
**Statement Date:** June 05, 2025  
**Charges Due:** June 26, 2025

## Meter Read

**Meter Location:** # B

**Service Period:** May 01, 2025 - May 30, 2025

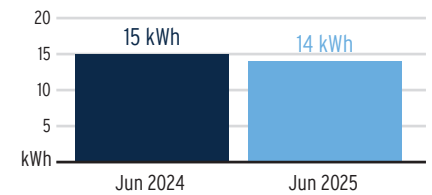
**Rate Schedule:** General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000291870	05/30/2025	57,477		57,071		406 kWh	1	30 Days

## Charge Details

	<b>Electric Charges</b>		
Daily Basic Service Charge	30 days @ \$0.63000		\$18.90
Energy Charge	406 kWh @ \$0.08641/kWh		\$35.08
Fuel Charge	406 kWh @ \$0.03391/kWh		\$13.77
Storm Protection Charge	406 kWh @ \$0.00577/kWh		\$2.34
Clean Energy Transition Mechanism	406 kWh @ \$0.00418/kWh		\$1.70
Storm Surcharge	406 kWh @ \$0.02121/kWh		\$8.61
Florida Gross Receipt Tax			\$2.06
<b>Electric Service Cost</b>			<b>\$82.46</b>
Franchise Fee			\$5.40
State Tax			\$6.55
<b>Total Electric Cost, Local Fees and Taxes</b>			<b>\$94.41</b>

## Avg kWh Used Per Day



## Important Messages

**Total Current Month's Charges**

**\$94.41**

For more information about your bill and understanding your charges, please visit [TampaElectric.com](https://TampaElectric.com)

## Ways To Pay Your Bill



### Bank Draft

Visit [TECOaccount.com](https://TECOaccount.com) for free recurring or one time payments via checking or savings account.



### In-Person

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### Mail A Check

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P.O. Box 31318  
Tampa, FL 33631-3318  
Mail your payment in the enclosed envelope.



### Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at [TECOaccount.com](https://TECOaccount.com). Convenience fee will be charged.



### Phone

Toll Free:  
**866-689-6469**

### All Other

**Correspondences:**  
Tampa Electric  
P.O. Box 111  
Tampa, FL 33601-0111

## Contact Us

### Online:

[TampaElectric.com](https://TampaElectric.com)

### Phone:

**Commercial Customer Care:**

866-832-6249

**Residential Customer Care:**

813-223-0800 (Hillsborough)

863-299-0800 (Polk County)

888-223-0800 (All Other Counties)

### Hearing Impaired/TTY:

7-1-1

### Power Outage:

877-588-1010

### Energy-Saving Programs:

813-275-3909

**Please Note:** If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.



ENCORE COMMUNITY DEVELOPMENT  
1231 SCOTT ST E  
TAMPA, FL 33602-0000

Statement Date: June 05, 2025

Amount Due: \$57.08

Due Date: June 26, 2025

Account #: 211006276102

**DO NOT PAY. Your account will be drafted on June 26, 2025**

## Account Summary

Current Service Period: May 01, 2025 - May 30, 2025

Previous Amount Due	\$56.87
Payment(s) Received Since Last Statement	-\$56.87

Current Month's Charges	\$57.08
-------------------------	---------

**Amount Due by June 26, 2025 \$57.08**

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

## Your Energy Insight



Your average daily kWh used was **12.5% lower** than the same period last year.

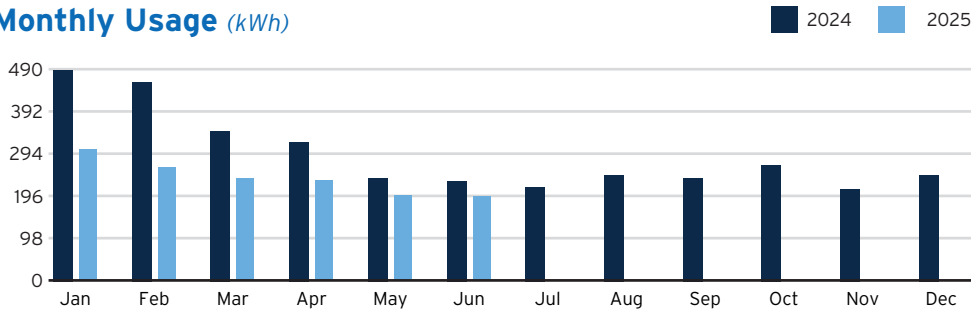


Your average daily kWh used was **0% higher** than it was in your previous period.



Scan here to view your account online.

## Monthly Usage (kWh)



Learn about your newly redesigned bill and get deeper insights about your usage by visiting [TECOaccount.com](https://TECOaccount.com)



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 211006276102

Due Date: June 26, 2025



**Pay your bill online at TampaElectric.com**

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](https://TampaElectric.com/Paperless) to enroll now.

Amount Due: \$57.08

Payment Amount: \$ \_\_\_\_\_

630396773666

Your account will be  
drafted on June 26, 2025

ENCORE COMMUNITY DEVELOPMENT  
3434 COLWELL AVE, STE 200  
TAMPA, FL 33614-8390

Mail payment to:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

Make check payable to: TECO

Please write your account number on the memo line of your check.





**Service For:**  
1231 SCOTT ST E  
TAMPA, FL 33602-0000

**Account #:** 211006276102  
**Statement Date:** June 05, 2025  
**Charges Due:** June 26, 2025


## Meter Read

**Service Period:** May 01, 2025 - May 30, 2025

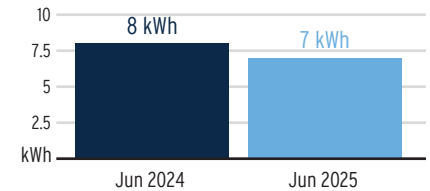
**Rate Schedule:** General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000744075	05/30/2025	51,155		50,959		196 kWh	1	30 Days

## Charge Details

	<b>Electric Charges</b>		
	Daily Basic Service Charge	30 days @ \$0.63000	\$18.90
	Energy Charge	196 kWh @ \$0.08641/kWh	\$16.94
	Fuel Charge	196 kWh @ \$0.03391/kWh	\$6.65
	Storm Protection Charge	196 kWh @ \$0.00577/kWh	\$1.13
	Clean Energy Transition Mechanism	196 kWh @ \$0.00418/kWh	\$0.82
	Storm Surcharge	196 kWh @ \$0.02121/kWh	\$4.16
	Florida Gross Receipt Tax		\$1.25
	<b>Electric Service Cost</b>		<b>\$49.85</b>
	Franchise Fee		\$3.27
	State Tax		\$3.96
	<b>Total Electric Cost, Local Fees and Taxes</b>		<b>\$57.08</b>

## Avg kWh Used Per Day



## Important Messages

**Total Current Month's Charges**

**\$57.08**

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## Ways To Pay Your Bill



### Bank Draft

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### In-Person

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### Mail A Check

**Payments:**  
TECO  
P.O. Box 31318  
Tampa, FL 33631-3318  
Mail your payment in the enclosed envelope.



### Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at [TECOaccount.com](https://TECOaccount.com). Convenience fee will be charged.



### Phone

Toll Free:  
**866-689-6469**

### All Other

**Correspondences:**  
Tampa Electric  
P.O. Box 111  
Tampa, FL 33601-0111

## Contact Us

### Online:

[TampaElectric.com](https://TampaElectric.com)

### Phone:

**Commercial Customer Care:**

866-832-6249

**Residential Customer Care:**

813-223-0800 (Hillsborough)

863-299-0800 (Polk County)

888-223-0800 (All Other Counties)

Hearing Impaired/TTY:

7-1-1

**Power Outage:**

877-588-1010

**Energy-Saving Programs:**

813-275-3909

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ENCORE COMMUNITY DEVELOPMENT  
1261 SCOTT ST E  
TAMPA, FL 33602-0000

Statement Date: June 05, 2025

Amount Due: **\$36.95**

Due Date: June 26, 2025

Account #: 211006276375

**DO NOT PAY. Your account will be drafted on June 26, 2025**

## Your Energy Insight



Your average daily kWh used was **50% lower** than the same period last year.



Your average daily kWh used was **0% higher** than it was in your previous period.



Scan here to view your account online.

## Account Summary

Current Service Period: May 01, 2025 - May 30, 2025

Previous Amount Due	\$37.18
Payment(s) Received Since Last Statement	-\$37.18

Current Month's Charges	<b>\$36.95</b>
-------------------------	----------------

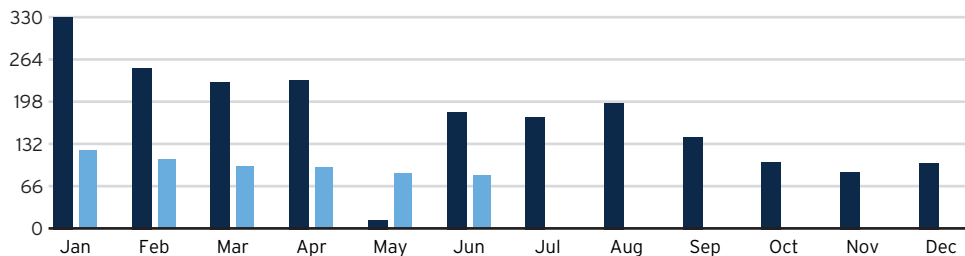
<b>Amount Due by June 26, 2025</b>	<b>\$36.95</b>
------------------------------------	----------------

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



## Monthly Usage (kWh)

2024 2025



Learn about your newly redesigned bill and get deeper insights about your usage by visiting [TECOaccount.com](https://TECOaccount.com)

To ensure prompt credit, please return stub portion of this bill with your payment.



Account #: 211006276375

Due Date: June 26, 2025



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See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](https://TampaElectric.com/Paperless) to enroll now.

Amount Due: **\$36.95**

Payment Amount: \$ \_\_\_\_\_

630396773667

Your account will be  
drafted on June 26, 2025

ENCORE COMMUNITY DEVELOPMENT  
3434 COLWELL AVE, STE 200  
TAMPA, FL 33614-8390

Mail payment to:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

Make check payable to: TECO  
Please write your account number on the memo line of your check.



Service For:  
1261 SCOTT ST E  
TAMPA, FL 33602-0000

Account #: 211006276375  
Statement Date: June 05, 2025  
Charges Due: June 26, 2025

Meter Read

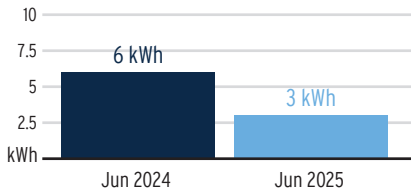
Service Period: May 01, 2025 - May 30, 2025      Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000744074	05/30/2025	24,440		24,357		83 kWh	1	30 Days

Charge Details

<b>Electric Charges</b>		
Daily Basic Service Charge	30 days @ \$0.63000	\$18.90
Energy Charge	83 kWh @ \$0.08641/kWh	\$7.17
Fuel Charge	83 kWh @ \$0.03391/kWh	\$2.81
Storm Protection Charge	83 kWh @ \$0.00577/kWh	\$0.48
Clean Energy Transition Mechanism	83 kWh @ \$0.00418/kWh	\$0.35
Storm Surcharge	83 kWh @ \$0.02121/kWh	\$1.76
Florida Gross Receipt Tax		\$0.81
<b>Electric Service Cost</b>		<b>\$32.28</b>
Franchise Fee		\$2.11
State Tax		\$2.56
<b>Total Electric Cost, Local Fees and Taxes</b>		<b>\$36.95</b>

Avg kWh Used Per Day



Important Messages

**Total Current Month's Charges      \$36.95**

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**Payments:**  
TECO  
P.O. Box 31318  
Tampa, FL 33631-3318  
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Tampa Electric  
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Tampa, FL 33601-0111

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**Residential Customer Care:**  
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863-299-0800 (Polk County)  
888-223-0800 (All Other Counties)

**Hearing Impaired/TTY:**  
7-1-1

**Power Outage:**  
877-588-1010

**Energy-Saving Programs:**  
813-275-3909

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ENCORE COMMUNITY DEVELOPMENT  
1261 SCOTT ST E  
TAMPA, FL 33602-0000

Statement Date: June 05, 2025

Amount Due: \$28.59

Due Date: June 26, 2025

Account #: 211006276698

DO NOT PAY. Your account will be drafted on June 26, 2025

## Your Energy Insight



Your average daily kWh used was **50% lower** than the same period last year.



Your average daily kWh used was **66.67% lower** than it was in your previous period.



Scan here to view your account online.

## Account Summary

Current Service Period: May 01, 2025 - May 30, 2025

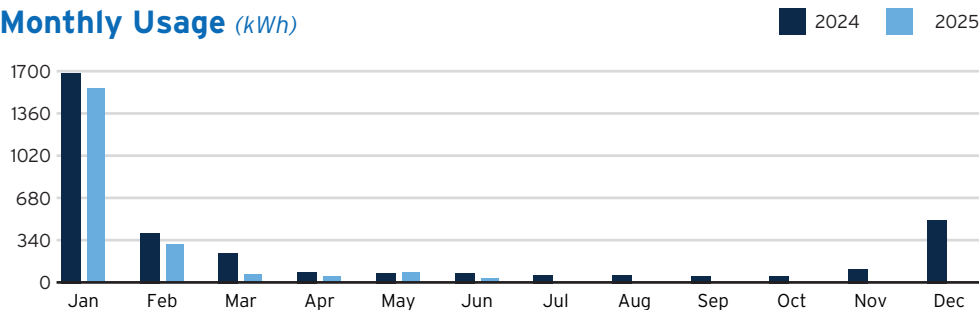
Previous Amount Due	\$36.32
Payment(s) Received Since Last Statement	-\$36.32

Current Month's Charges	\$28.59
-------------------------	---------

Amount Due by June 26, 2025	\$28.59
-----------------------------	---------

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

## Monthly Usage (kWh)



Learn about your newly redesigned bill and get deeper insights about your usage by visiting [TECOaccount.com](https://TECOaccount.com)



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 211006276698

Due Date: June 26, 2025



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See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](https://TampaElectric.com/Paperless) to enroll now.

Amount Due: \$28.59

Payment Amount: \$ \_\_\_\_\_

630396773668

Your account will be  
drafted on June 26, 2025

ENCORE COMMUNITY DEVELOPMENT  
3434 COLWELL AVE, STE 200  
TAMPA, FL 33614-8390

Mail payment to:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

Make check payable to: TECO

Please write your account number on the memo line of your check.



**Service For:**  
1261 SCOTT ST E  
TAMPA, FL 33602-0000

**Account #:** 211006276698  
**Statement Date:** June 05, 2025  
**Charges Due:** June 26, 2025


## Meter Read

**Service Period:** May 01, 2025 - May 30, 2025

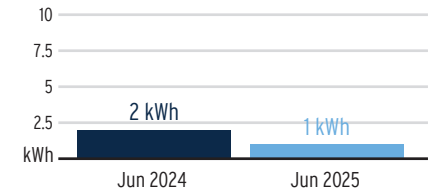
**Rate Schedule:** General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000799340	05/30/2025	12,366		12,330		36 kWh	1	30 Days

## Charge Details

	<b>Electric Charges</b>		
Daily Basic Service Charge	30 days @ \$0.63000		\$18.90
Energy Charge	36 kWh @ \$0.08641/kWh		\$3.11
Fuel Charge	36 kWh @ \$0.03391/kWh		\$1.22
Storm Protection Charge	36 kWh @ \$0.00577/kWh		\$0.21
Clean Energy Transition Mechanism	36 kWh @ \$0.00418/kWh		\$0.15
Storm Surcharge	36 kWh @ \$0.02121/kWh		\$0.76
Florida Gross Receipt Tax			\$0.62
<b>Electric Service Cost</b>			<b>\$24.97</b>
Franchise Fee			\$1.64
State Tax			\$1.98
<b>Total Electric Cost, Local Fees and Taxes</b>			<b>\$28.59</b>

## Avg kWh Used Per Day



## Important Messages

**Total Current Month's Charges**

**\$28.59**

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## Ways To Pay Your Bill



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TECO  
P.O. Box 31318  
Tampa, FL 33631-3318  
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### Phone

Toll Free:  
**866-689-6469**

### All Other

**Correspondences:**  
Tampa Electric  
P.O. Box 111  
Tampa, FL 33601-0111

## Contact Us

### Online:

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### Phone:

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866-832-6249

**Residential Customer Care:**

813-223-0800 (Hillsborough)

863-299-0800 (Polk County)

888-223-0800 (All Other Counties)

Hearing Impaired/TTY:

7-1-1

**Power Outage:**

877-588-1010

**Energy-Saving Programs:**

813-275-3909

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ENCORE COMMUNITY DEVELOPMENT  
1200 NEBRASKA AVE N  
TAMPA, FL 33602-0000

Statement Date: June 05, 2025

Amount Due: \$123.05

Due Date: June 26, 2025

Account #: 211006277001

DO NOT PAY. Your account will be drafted on June 26, 2025

## Account Summary

Current Service Period: May 01, 2025 - May 30, 2025

Previous Amount Due	\$108.45
Payment(s) Received Since Last Statement	-\$108.45

Current Month's Charges	\$123.05
-------------------------	----------

Amount Due by June 26, 2025 \$123.05

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

## Your Energy Insight



Your average daily kWh used was **40.63% lower** than the same period last year.

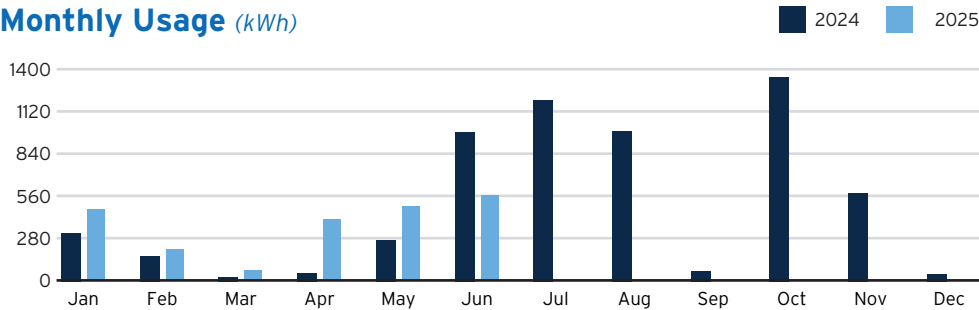


Your average daily kWh used was **11.76% higher** than it was in your previous period.



Scan here to view your account online.

## Monthly Usage (kWh)



Learn about your newly redesigned bill and get deeper insights about your usage by visiting [TECOaccount.com](https://TECOaccount.com)



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 211006277001

Due Date: June 26, 2025



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See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](https://TampaElectric.com/Paperless) to enroll now.

Amount Due: \$123.05

Payment Amount: \$ \_\_\_\_\_

630396773669

Your account will be drafted on June 26, 2025

ENCORE COMMUNITY DEVELOPMENT  
3434 COLWELL AVE, STE 200  
TAMPA, FL 33614-8390

Mail payment to:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

Make check payable to: TECO

Please write your account number on the memo line of your check.



**Service For:**  
1200 NEBRASKA AVE N  
TAMPA, FL 33602-0000

**Account #:** 211006277001  
**Statement Date:** June 05, 2025  
**Charges Due:** June 26, 2025

## Meter Read

**Service Period:** May 01, 2025 - May 30, 2025

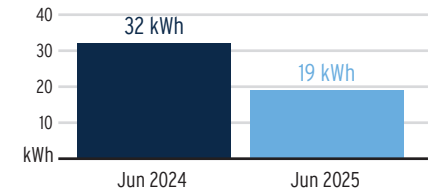
**Rate Schedule:** General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000812515	05/30/2025	38,071		37,504		567 kWh	1	30 Days

## Charge Details

<b>Electric Charges</b>		
Daily Basic Service Charge	30 days @ \$0.63000	\$18.90
Energy Charge	567 kWh @ \$0.08641/kWh	\$48.99
Fuel Charge	567 kWh @ \$0.03391/kWh	\$19.23
Storm Protection Charge	567 kWh @ \$0.00577/kWh	\$3.27
Clean Energy Transition Mechanism	567 kWh @ \$0.00418/kWh	\$2.37
Storm Surcharge	567 kWh @ \$0.02121/kWh	\$12.03
Florida Gross Receipt Tax		\$2.69
<b>Electric Service Cost</b>		<b>\$107.48</b>
Franchise Fee		\$7.04
State Tax		\$8.53
<b>Total Electric Cost, Local Fees and Taxes</b>		<b>\$123.05</b>

## Avg kWh Used Per Day



## Important Messages

**Total Current Month's Charges**

**\$123.05**

For more information about your bill and understanding your charges, please visit [TampaElectric.com](https://www.tampaelectric.com)

## Ways To Pay Your Bill



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### All Other

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### Phone:

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863-299-0800 (Polk County)  
888-223-0800 (All Other Counties)

**Hearing Impaired/TTY:**  
7-1-1

### Power Outage:

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### Energy-Saving Programs:

813-275-3909

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ENCORE COMMUNITY DEVELOPMENT  
1200 NEBRASKA AVE N  
TAMPA, FL 33602-0000

Statement Date: June 05, 2025

Amount Due: \$103.49

Due Date: June 26, 2025

Account #: 211006277597

DO NOT PAY. Your account will be drafted on June 26, 2025

## Your Energy Insight



Your average daily kWh used was **25% lower** than the same period last year.



Your average daily kWh used was **6.25% lower** than it was in your previous period.



Scan here to view your account online.

Current Service Period: May 01, 2025 - May 30, 2025

Previous Amount Due	\$104.43
Payment(s) Received Since Last Statement	-\$104.43

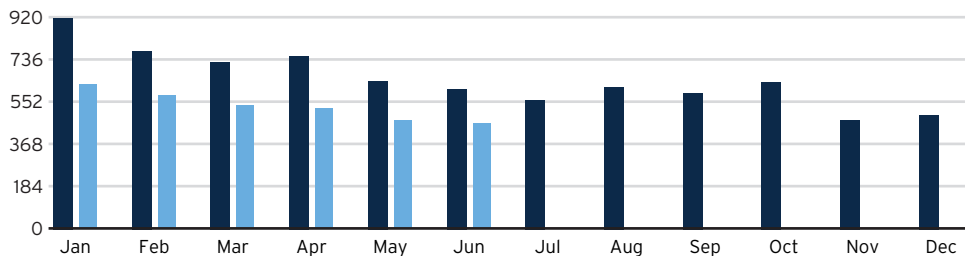
Current Month's Charges	\$103.49
-------------------------	----------

Amount Due by June 26, 2025 \$103.49

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

## Monthly Usage (kWh)

2024 2025



Learn about your newly redesigned bill and get deeper insights about your usage by visiting [TECOaccount.com](https://TECOaccount.com)



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 211006277597

Due Date: June 26, 2025



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See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](https://TampaElectric.com/Paperless) to enroll now.

Amount Due: \$103.49

Payment Amount: \$ \_\_\_\_\_

630396773670

Your account will be  
drafted on June 26, 2025

ENCORE COMMUNITY DEVELOPMENT  
3434 COLWELL AVE, STE 200  
TAMPA, FL 33614-8390

Mail payment to:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

Make check payable to: TECO

Please write your account number on the memo line of your check.



**Service For:**  
1200 NEBRASKA AVE N  
TAMPA, FL 33602-0000

**Account #:** 211006277597  
**Statement Date:** June 05, 2025  
**Charges Due:** June 26, 2025

### Meter Read

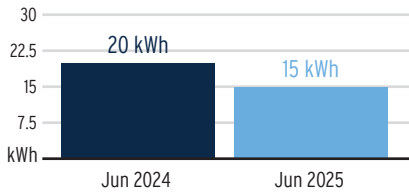
**Service Period:** May 01, 2025 - May 30, 2025      **Rate Schedule:** General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000291902	05/30/2025	9,366		8,909		457 kWh	1	30 Days

### Charge Details

<b>Electric Charges</b>		
Daily Basic Service Charge	30 days @ \$0.63000	\$18.90
Energy Charge	457 kWh @ \$0.08641/kWh	\$39.49
Fuel Charge	457 kWh @ \$0.03391/kWh	\$15.50
Storm Protection Charge	457 kWh @ \$0.00577/kWh	\$2.64
Clean Energy Transition Mechanism	457 kWh @ \$0.00418/kWh	\$1.91
Storm Surcharge	457 kWh @ \$0.02121/kWh	\$9.69
Florida Gross Receipt Tax		\$2.26
<b>Electric Service Cost</b>		<b>\$90.39</b>
Franchise Fee		\$5.92
State Tax		\$7.18
<b>Total Electric Cost, Local Fees and Taxes</b>		<b>\$103.49</b>

### Avg kWh Used Per Day



### Important Messages

**Total Current Month's Charges** **\$103.49**

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Toll Free: **866-689-6469**

### Contact Us

**Online:**  
[TampaElectric.com](https://TampaElectric.com)

**Phone:**  
**Commercial Customer Care:** 866-832-6249  
**Residential Customer Care:** 813-223-0800 (Hillsborough)  
863-299-0800 (Polk County)  
888-223-0800 (All Other Counties)

**Hearing Impaired/TTY:** 7-1-1  
**Power Outage:** 877-588-1010  
**Energy-Saving Programs:** 813-275-3909

**Please Note:** If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.





ENCORE COMMUNITY DEVELOPMENT  
1210 E HAMILTON AVE  
TAMPA, FL 33604-4327

Statement Date: June 05, 2025

Amount Due: **\$30.89**

Due Date: June 26, 2025

Account #: 221007736350

**DO NOT PAY. Your account will be drafted on June 26, 2025**

## Your Energy Insight



Your average daily kWh used was **0% higher** than the same period last year.



Your average daily kWh used was **0% higher** than it was in your previous period.



Scan here to view your account online.

**Current Service Period:** May 01, 2025 - May 30, 2025

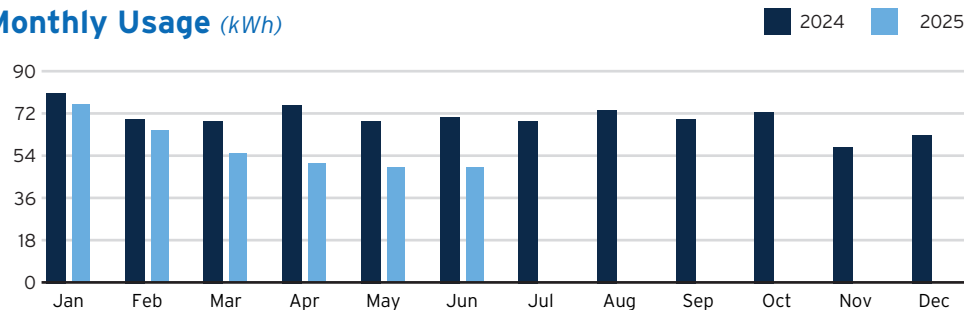
Previous Amount Due	\$30.72
Payment(s) Received Since Last Statement	-\$30.72

**Current Month's Charges** **\$30.89**

**Amount Due by June 26, 2025** **\$30.89**

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

## Monthly Usage (kWh)



Learn about your newly redesigned bill and get deeper insights about your usage by visiting [TECOaccount.com](https://TECOaccount.com)



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 221007736350

Due Date: June 26, 2025



**Pay your bill online at [TampaElectric.com](https://TampaElectric.com)**

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](https://TampaElectric.com/Paperless) to enroll now.

Amount Due: **\$30.89**

Payment Amount: \$ \_\_\_\_\_

602001834622

Your account will be  
drafted on June 26, 2025

ENCORE COMMUNITY DEVELOPMENT  
3434 COLWELL AVE, STE 200  
TAMPA, FL 33614-8390

Mail payment to:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

Make check payable to: TECO  
Please write your account number on the memo line of your check.



**Service For:**  
1210 E HAMILTON AVE  
TAMPA, FL 33604-4327

**Account #:** 221007736350  
**Statement Date:** June 05, 2025  
**Charges Due:** June 26, 2025


## Meter Read

**Service Period:** May 01, 2025 - May 30, 2025

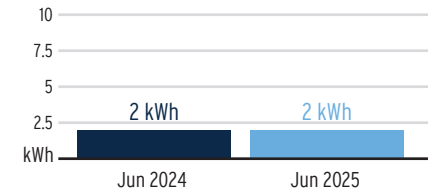
**Rate Schedule:** General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000741569	05/30/2025	4,030		3,981		49 kWh	1	30 Days

## Charge Details

	<b>Electric Charges</b>		
Daily Basic Service Charge	30 days @ \$0.63000		\$18.90
Energy Charge	49 kWh @ \$0.08641/kWh		\$4.23
Fuel Charge	49 kWh @ \$0.03391/kWh		\$1.66
Storm Protection Charge	49 kWh @ \$0.00577/kWh		\$0.28
Clean Energy Transition Mechanism	49 kWh @ \$0.00418/kWh		\$0.20
Storm Surcharge	49 kWh @ \$0.02121/kWh		\$1.04
Florida Gross Receipt Tax			\$0.67
<b>Electric Service Cost</b>			<b>\$26.98</b>
Franchise Fee			\$1.77
State Tax			\$2.14
<b>Total Electric Cost, Local Fees and Taxes</b>			<b>\$30.89</b>

## Avg kWh Used Per Day



## Important Messages

**Total Current Month's Charges**

**\$30.89**

For more information about your bill and understanding your charges, please visit [TampaElectric.com](https://www.tampaelectric.com)

## Ways To Pay Your Bill



### Bank Draft

Visit [TECOaccount.com](https://TECOaccount.com) for free recurring or one time payments via checking or savings account.



### In-Person

Find list of Payment Agents at [TampaElectric.com](https://TampaElectric.com)



### Mail A Check

**Payments:**  
TECO  
P.O. Box 31318  
Tampa, FL 33631-3318  
Mail your payment in the enclosed envelope.



### Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at [TECOaccount.com](https://TECOaccount.com). Convenience fee will be charged.



### Phone

Toll Free:  
**866-689-6469**

### All Other

**Correspondences:**  
Tampa Electric  
P.O. Box 111  
Tampa, FL 33601-0111

## Contact Us

### Online:

[TampaElectric.com](https://TampaElectric.com)

### Phone:

**Commercial Customer Care:**  
866-832-6249

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863-299-0800 (Polk County)  
888-223-0800 (All Other Counties)

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7-1-1

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# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

Legal Advertising

Invoice # 25-01571H

Date 06/06/2025

**Attn:**  
Encore CDD Rizzetta  
3434 COLWELL AVENUE SUITE 200  
TAMPA FL 33614

Please make checks payable to:  
(Please note Invoice # on check)  
Business Observer  
1970 Main Street  
3rd Floor  
Sarasota, FL 34236

### Description

### Amount

Serial # 25-01571H  
**Notice of Public Hearing**  
**RE:** Encore CDD Board of Supervisors Meeting on 7/2/25 @ 4:00 PM for FY  
2026 Budget et al  
**Published:** 6/6/2025

\$315.00

**RECEIVED**  
06/05/2025

### Important Message

Please include our Serial #  
on your check

Pay by credit card online:  
[https://legals.  
businessobserverfl.  
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid

()

**Total**

**\$315.00**

Payment is expected within 30 days of the  
first publication date of your notice.

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

### NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

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Legal Advertising

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Serial Number  
25-01571H

# Business Observer

Published Weekly  
Tampa, Hillsborough County, Florida

COUNTY OF HILLSBOROUGH

RECEIVED  
JUN - 9 2025  
BY: .....

STATE OF FLORIDA

Before the undersigned authority personally appeared Kelly Martin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Tampa, Hillsborough County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

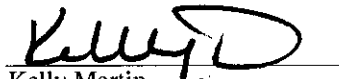
in the matter of Encore CDD Board of Supervisors Meeting on 7/2/25 @ 4:00 PM for FY 2026 Budget et al

in the Court, was published in said newspaper by print in the

issues of 6/6/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

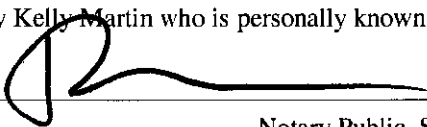
\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

  
\_\_\_\_\_  
Kelly Martin

Sworn to and subscribed, and personally appeared by physical presence before me,

6th day of June, 2025 A.D.

by Kelly Martin who is personally known to me.

  
\_\_\_\_\_

Notary Public, State of Florida  
(SEAL)



Pamela A Nelson  
Comm.: HH 277515  
Expires: Aug. 23, 2026  
Notary Public - State of Florida

1 of 2

# ENCORE COMMUNITY DEVELOPMENT DISTRICT

## NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2026 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") for the Encore Community Development District ("District") will hold the following public hearings and regular meeting:

DATE: July 2, 2025  
TIME: 4:00 p.m.  
LOCATION: Ella at Encore  
1210 Ray Charles Blvd.  
Tampa, Florida 33602

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("FY 2026"). The second public hearing is being held pursuant to Chapters 190, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District to fund the Proposed Budget for FY 2026; to consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

### Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	EAU/ERU Factor	Proposed O&M Assessment
Affordable MF Rental (AFR)	545	0.40	\$230.50
Market Rate MF Rental (MRKR)	225	0.50	\$288.12
Affordable MF Condo (AFC)	30	0.60	\$245.74
Market Rate MF Condo (MRKC)	270	0.70	\$403.37
Hotel	200	0.70	\$403.37
Museum	3,900 sq. ft.	2,000.00	\$0.29
Retail-Grocery	36,000 sq. ft.	1,000.00	\$0.58
Other Retail	45,100 sq. ft.	1,250.00	\$0.46
Office	180,000 sq. ft.	1,500.00	\$0.38

\*includes collection costs and early payment discounts

NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ASSESSMENT OR RESIDENTIAL UNIT ("EAU/ERU") FACTORS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Hillsborough County ("County") Tax Collect on the tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

For FY 2026, the District intends to have the County Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments on the remaining benefitted property, if any, by sending out a bill at least thirty (30) days prior to the first Assessment due date. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title or, for direct billed O&M Assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

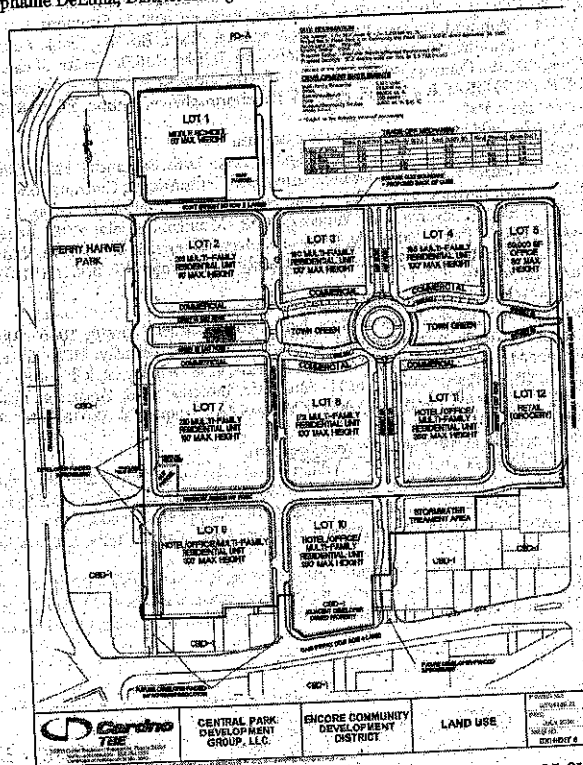
### Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the public hearings and meeting may be obtained at the offices of the District Manager, Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614. Ph: (813) 533-2950 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://encorecdd.org>. The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings and meeting. 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), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based.

Stephanie DeLuna, District Manager



June 6, 2025

25-01571H

RECEIVED  
JUN - 9 2025

BY: .....

20f2

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

Legal Advertising

Invoice # 25-01639H

Date 06/13/2025

**Attn:**  
Encore CDD Rizzetta  
3434 COLWELL AVENUE SUITE 200  
TAMPA FL 33614

Please make checks payable to:  
(Please note Invoice # on check)  
Business Observer  
1970 Main Street  
3rd Floor  
Sarasota, FL 34236

### Description

### Amount

Serial # 25-01639H

\$94.06

### Notice of Public Hearing and Board of Supervisors Meeting

**RE:** Encore CDD Fiscal Year 2026 Budget Board of Supervisors Meeting on  
7/2/25 @ 4:00 PM

**Published:** 6/13/2025

**RECEIVED**  
06/12/2025

### Important Message

Please include our Serial #  
on your check

Pay by credit card online:  
[https://legals.  
businessobserverfl.  
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid

()

**Total**

**\$94.06**

Payment is expected within 30 days of the  
first publication date of your notice.

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

### NOTICE

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# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

### Legal Advertising

#### ENCORE COMMUNITY DEVELOPMENT DISTRICT

#### NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Encore Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: July 2, 2025  
TIME: 4:00 p.m.  
LOCATION: Ella at Encore  
1210 Ray Charles Blvd.  
Tampa, Florida 33602

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Proposed Budget**"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 Ph: (813) 533-2950 ("**District Manager's Office**"), during normal business hours, or by visiting the District's website at <https://encorecdd.org>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. 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), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

Stephanie DeLuna, District Manager  
June 13, 2025

25-01639H

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Serial Number  
25-01639H

# Business Observer

Published Weekly  
Tampa, Hillsborough County, Florida

COUNTY OF HILLSBOROUGH

RECEIVED  
JUN 16 2025

BY: .....

STATE OF FLORIDA

Before the undersigned authority personally appeared Kelly Martin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Tampa, Hillsborough County, Florida; that the attached copy of advertisement,

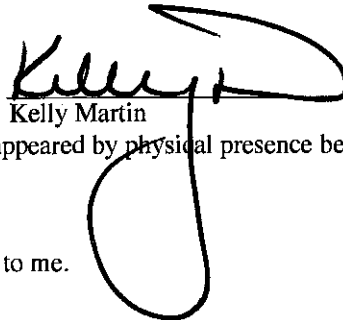
being a Notice of Public Hearing and Board of Supervisors Meeting

in the matter of Encore CDD Fiscal Year 2026 Budget Board of Supervisors Meeting on 7/2/25 @ 4:00 PM

in the Court, was published in said newspaper by print in the issues of 6/13/2025

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

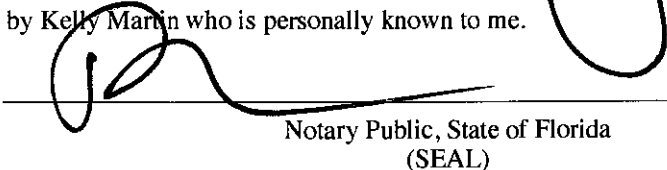
\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

  
Kelly Martin

Sworn to and subscribed, and personally appeared by physical presence before me,

13th day of June, 2025 A.D.

by Kelly Martin who is personally known to me.

  
Notary Public, State of Florida  
(SEAL)



Pamela A Nelson  
Comm.: HH 277515  
Expires: Aug. 23, 2026  
Notary Public - State of Florida

## ENCORE COMMUNITY DEVELOPMENT DISTRICT

### NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Encore Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: July 2, 2025  
TIME: 4:00 p.m.  
LOCATION: Ella at Encore  
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The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 Ph: (813) 533-2950 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://encorecdd.org>.

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Stephanie DeLuna, District Manager  
June 13, 2025

25-01639H

**Bill To:**

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

**Property Name:** Encore CDD

**Address:** 1004 N Nebraska Ave  
Tampa, FL 33602

**INVOICE**

INVOICE #	INVOICE DATE
916237	5/18/2025
TERMS	PO NUMBER
Net 30	

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** June 17, 2025

**Invoice Amount:** \$127.36

Description	Current Amount
Irrigation Inspection made on 3/20/25	
Irrigation Repairs	\$127.36

**Invoice Total**

**\$127.36**

**RECEIVED**  
05/19/2025

IN COMMERCIAL LANDSCAPING

**Should you have any questions or inquiries please call (386) 437-6211.**

# Yellowstone Landscape | TAMPA



30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

## Property

Encore CDD  
1004 N Nebraska Ave  
Tampa, FL 33602

## Contact

Stephanie DeLuna  
sdeluna@rizzeta.com

## Inspection

Started:  
Last Updated:  
Inspector:

4/14/2025  
4/15/2025  
M McDonnell

## Estimate Summary

Labor: 15 minutes - \$18.75  
Materials: \$16.75

Total: \$35.50  
(plus applicable taxes)

## Service Summary

Service	Quantity	Cost
Replace Sprinkler Head	1	\$35.50

Total (plus applicable taxes): \$35.50

Signature

Date

\_\_\_\_\_

# Service Detail

Controller 1 > Zone 19 Sprays

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 4	<u>Replace</u>	Part: Head & Nozzle Head Type: Spray Head Size: 6" Line Length (ft.): 0  Hours: 0.25  broken spray head repaired on site	\$18.75	\$16.75	\$35.50



# Yellowstone Landscape | TAMPA



30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

## Property

Encore CDD  
1004 N Nebraska Ave  
Tampa, FL 33602

## Contact

Stephanie DeLuna  
sdeluna@rizzeta.com

## Inspection

Started:  
Last Updated:  
Inspector:

3/20/2025  
3/20/2025  
M McDonnell

## Estimate Summary

Labor:	1 hour, 6 minutes - \$82.50
Materials:	\$44.86
Total:	\$127.36 (plus applicable taxes)

## Service Summary

Service	Quantity	Cost
Repair Drip Line	1	\$20.38
Repair Lateral Line	1	\$58.00
Replace Sprinkler Head	2	\$48.98
Total (plus applicable taxes):		\$127.36

Signature

Date

# Service Detail

## Controller 1 > Zone 19 Sprays

Asset	Service	Notes	Labor	Materials	Total
Lateral Line 1	<u>Repair</u>	Part: Line Line Length (ft.): 3 Line Size: 1/2"  Hours: 0.5  broken zone line repaired on site	\$37.50	\$20.50	\$58.00

## Controller 1 > Zone 28 Drip

Asset	Service	Notes	Labor	Materials	Total
Drip Line 1	<u>Repair</u>	Drip Line Length (ft.): 1.5 Drip Line Size: 1/4"  Hours: 0.2  cut drip repaired on site	\$15.00	\$5.38	\$20.38

## Controller 1 > Zone 30 Annuals

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 2	<u>Replace</u>	Part: Nozzle  Hours: 0.15  broken maxi jet nozzle replaced on site	\$11.25	\$2.23	\$13.48

## Controller 1 > Zone 36 Sprays

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 5	<u>Replace</u>	Part: Head & Nozzle Head Type: Spray Head Size: 6" Line Length (ft.): 0  Hours: 0.25  broken spray head repaired on site	\$18.75	\$16.75	\$35.50

# Yellowstone Landscape | TAMPA



30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

## Property

Encore CDD  
1004 N Nebraska Ave  
Tampa, FL 33602

## Contact

Stephanie DeLuna  
sdeluna@rizzeta.com

## Inspection

Started:  
Last Updated:  
Inspector:

3/20/2025  
3/20/2025  
M McDonnell

## Estimate Summary

Labor: 1 hour, 6 minutes - \$82.50  
Materials: \$44.86

Total: \$127.36  
(plus applicable taxes)

## Service Summary

Service	Quantity	Cost
Repair Drip Line	1	\$20.38
Repair Lateral Line	1	\$58.00
Replace Sprinkler Head	2	\$48.98
Total (plus applicable taxes):		\$127.36

Signature

Date

# Service Detail

## Controller 1 > Zone 19 Sprays

Asset	Service	Notes	Labor	Materials	Total
Lateral Line 1	<a href="#">Repair</a>	Part: Line Line Length (ft.): 3 Line Size: 1/2"  Hours: 0.5  broken zone line repaired on site	\$37.50	\$20.50	\$58.00

## Controller 1 > Zone 28 Drip

Asset	Service	Notes	Labor	Materials	Total
Drip Line 1	<a href="#">Repair</a>	Drip Line Length (ft.): 1.5 Drip Line Size: 1/4"  Hours: 0.2  cut drip repaired on site	\$15.00	\$5.38	\$20.38

## Controller 1 > Zone 30 Annuals

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 2	<a href="#">Replace</a>	Part: Nozzle  Hours: 0.15  broken maxi jet nozzle replaced on site	\$11.25	\$2.23	\$13.48

## Controller 1 > Zone 36 Sprays

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 5	<a href="#">Replace</a>	Part: Head & Nozzle Head Type: Spray Head Size: 6" Line Length (ft.): 0  Hours: 0.25  broken spray head repaired on site	\$18.75	\$16.75	\$35.50



# Yellowstone Landscape | TAMPA



30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

## Property

Encore CDD  
1004 N Nebraska Ave  
Tampa, FL 33602

## Contact

Stephanie DeLuna  
sdeluna@rizzela.com

## Inspection

Started:  
Last Updated:  
Inspector:

4/14/2025  
4/15/2025  
M McDonnell

## Estimate Summary

Labor:	15 minutes - \$18.75
Materials:	\$16.75
Total:	\$35.50
	(plus applicable taxes)

## Service Summary

Service	Quantity	Cost
Replace Sprinkler Head	1	\$35.50
Total (plus applicable taxes):		\$35.50

Signature

Date

# Service Detail

Controller 1 > Zone 19 Sprays

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 4	<a href="#">Replace</a>	Part: Head & Nozzle Head Type: Spray Head Size: 6" Line Length (ft.): 0  Hours: 0.25  broken spray head repaired on site	\$18.75	\$16.75	\$35.50



# Yellowstone Landscape | TAMPA



30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

## Property

Encore CDD  
1004 N Nebraska Ave  
Tampa, FL 33602

## Contact

Stephanie DeLuna  
sdeluna@rizzeta.com

## Inspection

Started:  
Last Updated:  
Inspector:

4/14/2025  
4/15/2025  
M McDonnell

## Estimate Summary

Labor:	15 minutes - \$18.75
Materials:	\$16.75
Total:	\$35.50 (plus applicable taxes)

## Service Summary

Service	Quantity	Cost
Replace Sprinkler Head	1	\$35.50
Total (plus applicable taxes):		\$35.50

Signature

Date

# Service Detail

Controller 1 > Zone 19 Sprays

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 4	<a href="#">Replace</a>	Part: Head & Nozzle Head Type: Spray Head Size: 6" Line Length (ft.): 0  Hours: 0.25  broken spray head repaired on site	\$18.75	\$16.75	\$35.50



**Bill To:**

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

**Property Name:** Encore CDD

**Address:** 1004 N Nebraska Ave  
Tampa, FL 33602

**INVOICE**

INVOICE #	INVOICE DATE
916238	5/18/2025
TERMS	PO NUMBER
Net 30	

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** June 17, 2025

**Invoice Amount:** \$35.50

Description	Current Amount
Irrigation Inspection and repairs made on 4/15/25	
Irrigation Repairs	\$35.50

**Invoice Total**

**\$35.50**

**RECEIVED**  
05/19/2025

IN COMMERCIAL LANDSCAPING

**Should you have any questions or inquiries please call (386) 437-6211.**

# Yellowstone Landscape | TAMPA



30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

## Property

Encore CDD  
1004 N Nebraska Ave  
Tampa, FL 33602

## Contact

Stephanie DeLuna  
sdeluna@rizzeta.com

## Inspection

Started:  
Last Updated:  
Inspector:

4/14/2025  
4/15/2025  
M McDonnell

## Estimate Summary

Labor: 15 minutes - \$18.75  
Materials: \$16.75

Total: \$35.50  
(plus applicable taxes)

## Service Summary

Service	Quantity	Cost
Replace Sprinkler Head	1	\$35.50

Total (plus applicable taxes): \$35.50

Signature

Date

\_\_\_\_\_

# Service Detail

Controller 1 > Zone 19 Sprays

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 4	<u>Replace</u>	Part: Head & Nozzle Head Type: Spray Head Size: 6" Line Length (ft.): 0  Hours: 0.25  broken spray head repaired on site	\$18.75	\$16.75	\$35.50



# Yellowstone Landscape | TAMPA



30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

## Property

Encore CDD  
1004 N Nebraska Ave  
Tampa, FL 33602

## Contact

Stephanie DeLuna  
sdeluna@rizzeta.com

## Inspection

Started:  
Last Updated:  
Inspector:

3/20/2025  
3/20/2025  
M McDonnell

## Estimate Summary

Labor:	1 hour, 6 minutes - \$82.50
Materials:	\$44.86
Total:	\$127.36 (plus applicable taxes)

## Service Summary

Service	Quantity	Cost
Repair Drip Line	1	\$20.38
Repair Lateral Line	1	\$58.00
Replace Sprinkler Head	2	\$48.98
Total (plus applicable taxes):		\$127.36

Signature

Date



# Service Detail

## Controller 1 > Zone 19 Sprays

Asset	Service	Notes	Labor	Materials	Total
Lateral Line 1	<u>Repair</u>	Part: Line Line Length (ft.): 3 Line Size: 1/2"  Hours: 0.5  broken zone line repaired on site	\$37.50	\$20.50	\$58.00

## Controller 1 > Zone 28 Drip

Asset	Service	Notes	Labor	Materials	Total
Drip Line 1	<u>Repair</u>	Drip Line Length (ft.): 1.5 Drip Line Size: 1/4"  Hours: 0.2  cut drip repaired on site	\$15.00	\$5.38	\$20.38

## Controller 1 > Zone 30 Annuals

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 2	<u>Replace</u>	Part: Nozzle  Hours: 0.15  broken maxi jet nozzle replaced on site	\$11.25	\$2.23	\$13.48

## Controller 1 > Zone 36 Sprays

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 5	<u>Replace</u>	Part: Head & Nozzle Head Type: Spray Head Size: 6" Line Length (ft.): 0  Hours: 0.25  broken spray head repaired on site	\$18.75	\$16.75	\$35.50

# Yellowstone Landscape | TAMPA



30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

## Property

Encore CDD  
1004 N Nebraska Ave  
Tampa, FL 33602

## Contact

Stephanie DeLuna  
sdeluna@rizzeta.com

## Inspection

Started:  
Last Updated:  
Inspector:

3/20/2025  
3/20/2025  
M McDonnell

## Estimate Summary

Labor: 1 hour, 6 minutes - \$82.50  
Materials: \$44.86

Total: \$127.36  
(plus applicable taxes)

## Service Summary

Service	Quantity	Cost
Repair Drip Line	1	\$20.38
Repair Lateral Line	1	\$58.00
Replace Sprinkler Head	2	\$48.98
Total (plus applicable taxes):		\$127.36

Signature

Date

# Service Detail

## Controller 1 > Zone 19 Sprays

Asset	Service	Notes	Labor	Materials	Total
Lateral Line 1	<a href="#">Repair</a>	Part: Line Line Length (ft.): 3 Line Size: 1/2"  Hours: 0.5  broken zone line repaired on site	\$37.50	\$20.50	\$58.00

## Controller 1 > Zone 28 Drip

Asset	Service	Notes	Labor	Materials	Total
Drip Line 1	<a href="#">Repair</a>	Drip Line Length (ft.): 1.5 Drip Line Size: 1/4"  Hours: 0.2  cut drip repaired on site	\$15.00	\$5.38	\$20.38

## Controller 1 > Zone 30 Annuals

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 2	<a href="#">Replace</a>	Part: Nozzle  Hours: 0.15  broken maxi jet nozzle replaced on site	\$11.25	\$2.23	\$13.48

## Controller 1 > Zone 36 Sprays

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 5	<a href="#">Replace</a>	Part: Head & Nozzle Head Type: Spray Head Size: 6" Line Length (ft.): 0  Hours: 0.25  broken spray head repaired on site	\$18.75	\$16.75	\$35.50

# Yellowstone Landscape | TAMPA



30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

## Property

Encore CDD  
1004 N Nebraska Ave  
Tampa, FL 33602

## Contact

Stephanie DeLuna  
sdeluna@rizzela.com

## Inspection

Started:  
Last Updated:  
Inspector:

4/14/2025  
4/15/2025  
M McDonnell

## Estimate Summary

Labor:	15 minutes - \$18.75
Materials:	\$16.75
Total:	\$35.50
	(plus applicable taxes)

## Service Summary

Service	Quantity	Cost
Replace Sprinkler Head	1	\$35.50
Total (plus applicable taxes):		\$35.50

Signature

Date

# Service Detail

Controller 1 > Zone 19 Sprays

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 4	<a href="#">Replace</a>	Part: Head & Nozzle Head Type: Spray Head Size: 6" Line Length (ft.): 0  Hours: 0.25  broken spray head repaired on site	\$18.75	\$16.75	\$35.50



# Yellowstone Landscape | TAMPA



30319 Commerce Drive, San Antonio, FL 33576 - 813.223.6999

## Property

Encore CDD  
1004 N Nebraska Ave  
Tampa, FL 33602

## Contact

Stephanie DeLuna  
sdeluna@rizzeta.com

## Inspection

Started:  
Last Updated:  
Inspector:

4/14/2025  
4/15/2025  
M McDonnell

## Estimate Summary

Labor:	15 minutes - \$18.75
Materials:	\$16.75
Total:	\$35.50 (plus applicable taxes)

## Service Summary

Service	Quantity	Cost
Replace Sprinkler Head	1	\$35.50
Total (plus applicable taxes):		\$35.50

Signature

Date

A handwritten signature in dark ink, appearing to read "Julia Lacta", written over a horizontal line.

# Service Detail

Controller 1 > Zone 19 Sprays

Asset	Service	Notes	Labor	Materials	Total
Sprinkler Head 4	<a href="#">Replace</a>	Part: Head & Nozzle Head Type: Spray Head Size: 6" Line Length (ft.): 0  Hours: 0.25  broken spray head repaired on site	\$18.75	\$16.75	\$35.50





## INVOICE

INVOICE #	INVOICE DATE
922267	5/30/2025
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Property Name:** Encore CDD

**Address:** 1004 N Nebraska Ave  
Tampa, FL 33602

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** June 29, 2025

**Invoice Amount:** \$1,487.00

Description	Current Amount
Hank Ballard St Enhancement	
Landscape Enhancement	\$1,364.50
Irrigation	\$122.50
Subcontracted Service	\$0.00

Invoice Total \$1,487.00

**RECEIVED**  
05/30/2025

IN COMMERCIAL LANDSCAPING

**Should you have any questions or inquiries please call (386) 437-6211.**



Send TO: Olwosty



**Proposal #: 544161**

Date: 4/18/2025

From: Chrissy Van Helden

**Landscape Enhancement Proposal for  
Encore CDD**

Stephanie DeLuna  
Rizzetta & Company, Inc.

sdeluna@rizzeta.com

**LOCATION OF PROPERTY**

1004 N Nebraska Ave  
Tampa, FL 33602

**Hank Ballard St Enhancement**

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Install	1	\$700.00	\$700.00
Coco Mulch	6	\$47.50	\$285.00
Foxtail Fern	8	\$16.50	\$132.00
Mammy Crotons	15	\$16.50	\$247.50
Irrigation Part(s)	1	\$50.00	\$50.00
Irrigation Labor	1	\$72.50	\$72.50
Misc (Sub)		\$0.00	\$0.00

Install Plant Material in Median on the Northside of Hank Ballard. This Includes Only The Traffic Delta.

Install Coco Mulch Along the Entire Median on the Northside of Hank Ballard, to Include the Traffic Delta.

Remove All Debris



## INVOICE

INVOICE #	INVOICE DATE
923007	6/1/2025
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Property Name:** Encore CDD

**Address:** 1004 N Nebraska Ave  
Tampa, FL 33602

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** July 1, 2025

**Invoice Amount:** \$4,869.56

Description	Current Amount
Monthly Landscape Maintenance June 2025	\$4,869.56

Part 1 General Landscape	\$2,768.10
Part 4	\$ 221.75
Part 7	\$ 424.67
Addendum 3	\$ 623.75
Fert	\$ 831.31

**RECEIVED**  
06/02/25

*Excellence*

**Invoice Total**

**\$4,869.56**

**IN COMMERCIAL LANDSCAPING**

**Should you have any questions or inquiries please call (386) 437-6211.**

## **Tab 12**

# ENCORE COMMUNITY DEVELOPMENT DISTRICT

---

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

**Operation and Maintenance Expenditures  
June 2025  
For Board Approval  
Chiller Fund**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2025 through June 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:       **\$73,959.84**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## Encore Community Development District Chiller Fund

### Paid Operation & Maintenance Expenditures

June 1, 2025 Through June 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
City of Tampa Utilities	20250630-1	2175375 05/25 Chiller ACH	1237 E Harrison St 05/25	\$ 8,378.72
Frontier Florida, LLC	20250626-1	813-223-7101-092412-5 06/25 ACH Chiller	Telephone, Internet & Cable 06/25	\$ 428.58
Kiran REIF Encore Lot 12, LLC	300026	062425 Kiran	Overpayment on Wire Tansfer Payments 06/25	\$ 46.00
Kutak Rock, LLP	300025	3570574 Chiller	Legal Services 04/25	\$ 2,600.00
Rizzetta & Company, Inc.	300023	INV0000099645 Chiller	District Management Fees 06/25	\$ 937.34
Stantec Consulting Services, Inc.	300024	2405990 Chiller	Engineering Services 05/25 Chiller	\$ 612.10
Tampa Bay Trane	20250616-2	315372225	Monthly Billing #3117815 05/25	\$ 29,166.66
TECO	20250627-2	211006278348 05/25 ACH Chiller	1004 N Nebraska Ave C 05/25	\$ <u>31,790.44</u>
<b>Total Report</b>				<b>\$ <u>73,959.84</u></b>



City of Tampa Utilities  
P.O. Box 30191  
Tampa, FL 33630-3191

# Amount Now Due

\$8,378.72

Make Check Payable:  
City of Tampa Utilities

Your Account Number  
2175375



BILL DATE: 06/12/2025

PAY NEW CHARGES BY: AUTO PAY

ENCORE COMMUNITY DEVELOPMENT  
3434 COLWELL AVE STE 200  
TAMPA, FL 33614

0000 2175375 0000 837872

TO ENSURE PROMPT CREDIT PLEASE RETURN THE ABOVE PORTION OF BILL WITH YOUR PAYMENT



ENCORE COMMUNITY DEVELOPMENT  
3434 COLWELL AVE STE 200  
TAMPA, FL 33614

Bill Date: 06/12/2025

## Service For:

ENCORE COMMUNITY DEVELOPMENT  
1237 E HARRISON ST

Service To: 06/09/2025

Meter Number		Current	Previous	Days of Service	CCF (100 cu ft)	Gallons (1000's)
10111234	WATER	518	494	33	24	18
10111234	WATER	6885	6426	33	459	343
17063414	WATER	1404	805	33	599	448
12024493	WATER	188	188	33	0	0
12011270	WATER	2682	2682	33	0	0

## Amount Now Due

\$8,378.72

## Your Account Number

2175375

## Water Customer Class

INDUSTRIAL

## Water Usage History

Months	Gallons (1000's)
JUN	809
MAY	317
APR	207
MAR	191
FEB	601
JAN	1284
DEC	1147
NOV	868
OCT	2
SEP	568
AUG	151
JUL	251
JUN	526

LAST BILLING				2,680.80
LESS PAYMENTS				2,680.80 CR
WATER BASE CHARGE 3"	1 Meter @	105.00		105.00
WATER TIER 1 CHARGE	483.0 @	3.91		1,888.53
TBW PASS-THROUGH	483.0 @	0.00		0.00
WATER SUBTOTAL		1,993.53		
UTILITY TAX 10%				199.35
WASTEWATER BASE CHARGE 3"	1 Meter @	105.00		105.00
WASTEWATER CHARGE INSIDE	1082.0 @	5.62		6,080.84

RECEIVED  
06/13/25

Pay This Amount



\$8,378.72

DO NOT PAY - AUTO BANK PAYMENT SCHEDULED ON OR AFTER 06-26-2025



**ENCORE COMMUNITY DEVELOPMENT** Account Number: **813-223-7101-092412-5**

PIN:

Billing Date:  
**Jun 01, 2025**

Billing Period:  
**Jun 01 - Jun 30, 2025**

Hi ENCORE COMMUNITY DEVELOPMENT,

Thanks for choosing Frontier! Have questions about your bill? Visit us at [frontier.com/billing](https://frontier.com/billing) to learn more.

**RECEIVED**  
06/06/25

Total balance

**\$428.58**

Auto Pay is scheduled  
**Jun 25**

### Bill history

Previous balance	\$427.57
Payment received by Jun 01, thank you	-\$427.57

### Service summary

	Previous month	Current month
Bundle	\$356.79	\$356.79
Other	\$3.49	↑\$4.50
Taxes and Fees	\$67.29	\$67.29
<b>Total services</b>	<b>\$427.57</b>	<b>\$428.58</b>
<b>Total balance</b>		<b>\$428.58</b>

Starting this month, the price for the printed bill was increased from \$3.49 to \$4.50 for our internet customers. You can avoid paying this fee when you sign up for free Paperless Billing by visiting [frontier.com/paperless](https://frontier.com/paperless).

Earn more. Get started with a business referral and earn up to \$325 per referral. Learn more: <https://www.businessreferralrewards.com>



P.O. Box 211579  
Eagan, MN 55121-2879

6790 0107 NO RP 01 06032025 NNNNNNNN 01 003156 0012

**You are all set with Auto Pay! To review your account, go to [frontier.com](https://frontier.com) or the MyFrontier app.**

**ENCORE COMMUNITY DEVELOPMENT**  
3434 COLWELL AVE STE 200  
TAMPA FL 33614-8390



30900181322371010924120000000000000000428585



**ENCORE COMMUNITY DEVELOPMENT** Account Number:  
**813-223-7101-092412-5**

PIN:

Billing Date:  
**Jun 01, 2025**

Billing Period:  
**Jun 01 – Jun 30, 2025**

## WAYS TO PAY YOUR BILL



Easy, simple, secure payments with  
Auto Pay at [frontier.com/autopay](https://frontier.com/autopay)



Download the  
MyFrontier® app



For help: Customer Service at [frontier.com/helpcenter](https://frontier.com/helpcenter), chat at [frontier.com/chat](https://frontier.com/chat), or call us at 800-921-8102.  
Visually impaired/TTY customers, call 711.



### PAYING YOUR BILL

You are responsible for all legitimate, undisputed charges on your bill. Paying by check authorizes Frontier to make a one-time electronic funds transfer from your account, as early as the day your check is received. When making an online payment, please allow time for the transfer of funds. If funds are received after the due date, you may be charged a fee, your service may be interrupted, and you may incur a reconnection charge to restore service. A fee may be charged for a bank returned check. Continued nonpayment of undisputed charges (incl. 900 and long distance charges) may result in collection action and a referral to credit reporting agencies, which may affect your credit rating.

### IMPORTANT MESSAGES

You must pay all basic local service charges to avoid basic service disconnection. Failure to pay other charges will not cause disconnection of your basic service but this may cause other services to be terminated. Frontier Bundles may include charges for both basic and other services. Frontier periodically audits its bills to ensure accuracy which may result in a retroactive or future billing adjustment. Internet speed, if noted, is the maximum wired connection speed for selected tier; Wi-Fi speeds may vary; actual and average speed may be slower and depends on multiple factors. Performance details are at [frontier.com/internetdisclosures](https://frontier.com/internetdisclosures).

### SERVICE TERMS

Visit [frontier.com/terms](https://frontier.com/terms), [frontier.com/tariffs](https://frontier.com/tariffs) or call Customer Service for information on tariffs, price lists and other important Terms, Conditions and Policies ("Terms") related to your voice, Internet and/or video services including limitations of liability, early termination fees, the effective date of and billing for the termination of service(s) and other important information about your rights and obligations, and ours. Frontier's Terms include a binding arbitration provision to resolve customer disputes ([frontier.com/terms/arbitration](https://frontier.com/terms/arbitration)). **Video and Internet services are subscription-based and are billed one full month in advance. Video and/or Internet service subscription cancellations and any early termination fees are effective on the last day of your Frontier billing cycle. No partial month credits or refunds will be provided for previously billed service subscriptions.** By using or paying for Frontier services, you are agreeing to these Terms and that disputes will be resolved by individual arbitration. By providing personal information to Frontier you are also agreeing to Frontier's Privacy Policy posted at [frontier.com/privacy](https://frontier.com/privacy).





Don't let an unexpected outage stop your business. Get Frontier Internet Backup to keep your critical systems running. And for a limited time, you also get an 8-hour battery backup at no additional charge. Visit: [business.frontier.com/internet-backup](https://business.frontier.com/internet-backup)



## Bundle

### Monthly Charges

06.01-06.30	FiberOptic Internet for Business 25/25	\$135.98
	Internet Discount	-\$5.00
	\$5.00 Discount through 07/31/25	
	Solutions Bundle Discount	-\$22.00
	Valued Customer Fiber 500 Upgrade	\$0.00
	Solutions Bundle Line	\$106.00
	Additional Line Unlimited	\$99.00
(2)	Federal Primary Carrier Multi Line Charge	\$29.98
	Carrier Cost Recovery Surcharge	\$13.99
	Frontier Roadwork Recovery Surcharge	\$4.00
(2)	Multi-Line Federal Subscriber Line Charge	\$18.40
(2)	Access Recovery Charge Multi-Line Business	\$6.44
	Additional Line Discount	-\$30.00
Bundle Total		\$356.79

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of \$293.10 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.



## Other Charges

### Monthly Charges

06.01-06.30	Printed Bill Fee	\$4.50
Other Charges Total		\$4.50



## Taxes and Fees

	FCA Long Distance - Federal USF Surcharge	\$23.42
	Federal USF Recovery Charge	\$9.10
	Federal Excise Tax	\$0.88
Federal Taxes		\$33.40
	Tampa Utility Tax	\$15.54
	FL State Communications Services Tax	\$12.72
	FL State Gross Receipts Tax	\$4.34
(2)	Hillsborough County 911 Surcharge	\$0.80
	FL State Gross Receipts Tax	\$0.33
(2)	FL Telecommunications Relay Service	\$0.16
State Taxes		\$33.89

Taxes and Fees Total		\$67.29
----------------------	--	---------

**Total current month charges \$428.58**



**ENCORE COMMUNITY DEVELOPMENT** Account Number: **813-223-7101-092412-5**  
PIN:

Billing Date: **Jun 01, 2025**  
Billing Period: **Jun 01 - Jun 30, 2025**

Account Activity

8132237101

Qty	Description	Order number	Effective date	Charge
	Additional Line Discount		2025-06-01	-\$30.00
	Solutions Bundle Discount		2025-06-01	-\$22.00
Total				-\$52.00

Frontier Bundled Video Service

Total Video Programming Charges

	Additional Line Discount	-\$30.00
Total		-\$30.00

813-223-7101

88/KQXA/166347/ /VZFL



# ENCORE COMMUNITY DEVELOPMENT DISTRICT

---

District Office – Tampa, FL – 813-533-2950  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614  
[www.encorecdd.org](http://www.encorecdd.org)

## Check Request

**RECEIVED**  
06/24/25

Amount: \$ 46.00

Date: 06/24/25

Payable to: Kiran REIF Encore Lot 12 LLC

Address: Attn: Phil Zaveri  
5600 Mariner St Suite 227  
Tampa, FL 33609

Description: Overpayment on wire transfer payments

Requestor: Bernie Wercinski

Special Instructions: Code to 201-403-20706 Chiller Fund

Approved by:  06-24-25

**From:** [Phil Zaveri](#)  
**To:** [Bernard Wercinski](#)  
**Subject:** Re: [EXTERNAL]Re: Encore CDD Invoices Lot 12  
**Date:** Tuesday, June 24, 2025 11:35:55 AM

---

Hi Bernard,

Please make the check out to Kiran REIF Encore Lot 12 LLC. Address is below—

Kiran REIF Encore Lot 12 LLC  
Attn: Phil Zaveri  
5600 Mariner St Suite 227  
Tampa, FL 33609

Thank you!

Sincerely,

Phil Zaveri  
Patel Family Office | Portfolio Manager  
Aureate Group | Partner  
Dr. Kiran C Patel Institute of Graduate Medical Education | Director  
C: (630) 807-9245

On Jun 24, 2025, at 10:13 AM, Bernard Wercinski <[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)> wrote:

Hello Phil – Encore will be issuing a check in the amount of \$46.00 (see below). Please verify the name and address who we should make the check payable to.

Thanks

Bernie

**Bernard Wercinski**  
Staff Accountant

[<codetwo-  
icons\\_website\\_f73d61da-  
c0cf-4d19-971b-  
213081e6f6ee.png>](#)

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icons\\_favicon\\_23d57c27-  
7412-46fe-bab5-  
4340c395a521.png>](#) [<058\\_line\\_9bae9502-  
1e3a-48a3-ba5e-  
34ed9cd44185.png>](#)

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813.533.2950  
[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)

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---

**From:** Bernard Wercinski <[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)>

**Sent:** Friday, June 6, 2025 3:07 PM

**To:** Phil Zaveri <[pzaveri@aureatedev.com](mailto:pzaveri@aureatedev.com)>

**Cc:** Michael Grill <[mgrill@aureatedev.com](mailto:mgrill@aureatedev.com)>; Matthew Sauvron <[msauvron@aureatedev.com](mailto:msauvron@aureatedev.com)>; Accounts Payable <[ap@aureatedev.com](mailto:ap@aureatedev.com)>; [accounting@aureatedev.com](mailto:accounting@aureatedev.com); Venessa Smith <[VSmith@rizzetta.com](mailto:VSmith@rizzetta.com)>

**Subject:** RE: [EXTERNAL]Re: Encore CDD Invoices Lot 12

Good Afternoon Phil. We received the three wire transfers. Thank you. The total of the three payments \$493,399.98, \$43,158.81, and \$80,164.93 = \$616,723.72. The total of the two invoices were in the amounts of \$88,112.00 and \$528,565.72 = \$616,677.72.

There is a \$46.00 overpayment. We will issue a check for the overpayment.

Thanks again.

Bernie

**Bernard Wercinski**  
Staff Accountant  
**Rizzetta & Company**

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

2960

Riverview

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---

**From:** Bernard Wercinski <[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)>

**Sent:** Friday, June 6, 2025 10:14 AM

**To:** Phil Zaveri <[pzaveri@aureatedev.com](mailto:pzaveri@aureatedev.com)>

**Cc:** Michael Grill <[mgrill@aureatedev.com](mailto:mgrill@aureatedev.com)>; Matthew Sauvron <[msauvron@aureatedev.com](mailto:msauvron@aureatedev.com)>; Accounts Payable <[ap@aureatedev.com](mailto:ap@aureatedev.com)>; [accounting@aureatedev.com](mailto:accounting@aureatedev.com); Venessa Smith <[VSmith@rizzetta.com](mailto:VSmith@rizzetta.com)>

**Subject:** RE: [EXTERNAL]Re: Encore CDD Invoices Lot 12

Thanks again Phil!

**Bernard Wercinski**  
Staff Accountant  
**Rizzetta & Company**

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---

**From:** Phil Zaveri <[pzaveri@aureatedev.com](mailto:pzaveri@aureatedev.com)>

**Sent:** Friday, June 6, 2025 10:01 AM

**To:** Bernard Wercinski <[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)>

**Cc:** Michael Grill <[mgrill@aureatedev.com](mailto:mgrill@aureatedev.com)>; Matthew Sauvron <[msauvron@aureatedev.com](mailto:msauvron@aureatedev.com)>; Accounts Payable <[ap@aureatedev.com](mailto:ap@aureatedev.com)>; [accounting@aureatedev.com](mailto:accounting@aureatedev.com); Venessa Smith <[VSmith@rizzetta.com](mailto:VSmith@rizzetta.com)>

**Subject:** Re: [EXTERNAL]Re: Encore CDD Invoices Lot 12

Hi Bernard,

Payment for both invoices have been sent. They will be coming through in three partial wires.  
Thanks for your patience.

Sincerely,

Phil Zaveri

Patel Family Office | Portfolio Manager

Aureate Group | Partner

Dr. Kiran C Patel Institute of Graduate Medical Education | Director

C: (630) 807-9245

On Jun 6, 2025, at 7:44 AM, Bernard Wercinski <[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)> wrote:

Thanks Phil. Do you have the bank information?

Encore Chiller CDD

Bank United

ABA/Routing – 267090594

Account Number – 9856554812

Thanks again.

Bernie

Bernard Wercinski  
Staff Accountant

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

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---

**From:** Phil Zaveri <[pzaveri@aureatedev.com](mailto:pzaveri@aureatedev.com)>

**Sent:** Thursday, June 5, 2025 5:39 PM

**To:** Bernard Wercinski <[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)>

**Cc:** Michael Grill <[mgrill@aureatedev.com](mailto:mgrill@aureatedev.com)>; Matthew Sauvron <[msauvron@aureatedev.com](mailto:msauvron@aureatedev.com)>; Accounts Payable <[ap@aureatedev.com](mailto:ap@aureatedev.com)>; [accounting@aureatedev.com](mailto:accounting@aureatedev.com); Venessa Smith <[VSmith@rizzetta.com](mailto:VSmith@rizzetta.com)>

**Subject:** Re: [EXTERNAL]Re: Encore CDD Invoices Lot 12

Bernard,

Great news, our construction lender just released our funding. I will head to the bank tomorrow to send out the wire. Have a great evening.

Sincerely,

Phil Zaveri  
Patel Family Office | Portfolio Manager  
Aureate Group | Partner  
Dr. Kiran C Patel Institute of Graduate Medical Education | Director  
C: (630) 807-9245

On Jun 4, 2025, at 1:21 PM, Bernard Wercinski

<[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)> wrote:

Hello Phil – Just wanted to follow up on the payment for the first two pay apps / invoices for Lot 12. The amounts are \$88,112.00 and \$528,565.72. Let me know if you need any other information.

Thank you

We can also receive payment via ACH.

Thank you

Bernie

**Bernard Wercinski**  
Staff Accountant

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c0cf-4d19-971b-  
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34ed9cd44185.png>](#)

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

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---

**From:** Phil Zaveri <[pzaveri@areatedev.com](mailto:pzaveri@areatedev.com)>

**Sent:** Thursday, May 22, 2025 9:36 AM

**To:** Bernard Wercinski <[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)>

**Cc:** Michael Grill <[mgrill@areatedev.com](mailto:mgrill@areatedev.com)>; Matthew Sauvron <[msauvron@areatedev.com](mailto:msauvron@areatedev.com)>; Accounts Payable <[ap@areatedev.com](mailto:ap@areatedev.com)>; [accounting@areatedev.com](mailto:accounting@areatedev.com); Venessa Smith <[VSmith@rizzetta.com](mailto:VSmith@rizzetta.com)>

**Subject:** Re: [EXTERNAL]Re: Encore CDD Invoices Lot 12



Hi Bernard,

It will be complete on or before June 1!

Sincerely,

Phil Zaveri

Patel Family Office | Portfolio Manager

Aureate Group | Partner

Dr. Kiran C Patel Institute of Graduate Medical Education | Director

C: (630) 807-9245

On May 22, 2025, at 9:16 AM, Bernard Wercinski

<[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)> wrote:

Hello Michael – Do you know when the May bank draw will occur? Thanks

**Bernard Wercinski**  
Staff Accountant

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4340c395a521.png>](#) [<058\\_line\\_9bae9502-  
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34ed9cd44185.png>](#)

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813.533.2950  
[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)

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---

**From:** Michael Grill <[mgrill@aureatedev.com](mailto:mgrill@aureatedev.com)>

**Sent:** Thursday, May 8, 2025 7:59 AM

**To:** Bernard Wercinski <[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)>; Matthew Sauvron <[msauvron@aureatedev.com](mailto:msauvron@aureatedev.com)>; [ap@aureatedev.com](mailto:ap@aureatedev.com); [accounting@aureatedev.com](mailto:accounting@aureatedev.com)  
**Cc:** Venessa Smith <[VSmith@rizzetta.com](mailto:VSmith@rizzetta.com)>; Stephanie DeLuna <[SDeLuna@rizzetta.com](mailto:SDeLuna@rizzetta.com)>  
**Subject:** [EXTERNAL]Re: Encore CDD Invoices Lot 12

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Received and will be submitted in this month's (May) bank draw.

Please let me know if you have any questions.

Michael Grill  
Director of Construction  
Aureate Development, LLC  
C: 352.262.5306  
E: [mgrill@aureatedev.com](mailto:mgrill@aureatedev.com)  
5600 Mariner St., Suite 227  
Tampa, FL 33609

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**From:** Bernard Wercinski <[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)>  
**Sent:** Thursday, May 8, 2025 7:57 AM  
**To:** Matthew Sauvron <[msauvron@aureatedev.com](mailto:msauvron@aureatedev.com)>; Michael Grill <[mgrill@aureatedev.com](mailto:mgrill@aureatedev.com)>; [ap@aureatedev.com](mailto:ap@aureatedev.com) <[ap@aureatedev.com](mailto:ap@aureatedev.com)>; [accounting@aureatedev.com](mailto:accounting@aureatedev.com) <[accounting@aureatedev.com](mailto:accounting@aureatedev.com)>  
**Cc:** Venessa Smith <[VSmith@rizzetta.com](mailto:VSmith@rizzetta.com)>; Stephanie DeLuna <[SDeLuna@rizzetta.com](mailto:SDeLuna@rizzetta.com)>  
**Subject:** FW: Encore CDD Invoices Lot 12

Good Morning – Jjust wanted to follow up on the email sent April 22. Please confirm receipt of this email and provide payment status. Thank you.

<image001.png> <image002.png> Bernard Wercinski  
Staff Accountant  
Rizzetta & Company  
813.533.2950  
[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)

<image003.png>

<image007.png>

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**From:** Bernard Wercinski <[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)>  
**Sent:** Tuesday, April 22, 2025 3:10 PM  
**To:** Matthew Sauvron <[msauvron@aureatedev.com](mailto:msauvron@aureatedev.com)>; Michael Grill <[mgrill@aureatedev.com](mailto:mgrill@aureatedev.com)>; [ap@aureatedev.com](mailto:ap@aureatedev.com); [accounting@aureatedev.com](mailto:accounting@aureatedev.com)  
**Cc:** Venessa Smith <[VSmith@rizzetta.com](mailto:VSmith@rizzetta.com)>; Stephanie DeLuna <[SDeLuna@rizzetta.com](mailto:SDeLuna@rizzetta.com)>  
**Subject:** Encore CDD Invoices Lot 12

Hi Matthew – Adding the A/P and Accounting emails. Thanks for providing the names, emails, phone numbers, etc. Attached are the first two invoices (DF042225 and DF042225-1) from Encore CDD for the Lot 12 HX Install project. Let me know if you need any other information to process payment for these invoices. Thanks again. Bernie Wercinski

<image001.png>	<image002.png>	<b>Bernard Wercinski</b> Staff Accountant <b>Rizzetta &amp; Company</b>	<image003.png>
		813.533.2950	
		<a href="mailto:BWercinski@rizzetta.com">BWercinski@rizzetta.com</a>	

<image007.png>

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**Bernard Wercinski**  
Staff Accountant  
**Rizzetta & Company**

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

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---

**From:** Matthew Sauvron <[msauvron@aureatedev.com](mailto:msauvron@aureatedev.com)>

**Sent:** Tuesday, April 22, 2025 1:46 PM

**To:** Bernard Wercinski <[BWercinski@rizzetta.com](mailto:BWercinski@rizzetta.com)>

**Cc:** Michael Grill <[mgrill@aureatedev.com](mailto:mgrill@aureatedev.com)>

**Subject:** [EXTERNAL]Emails for Pay Apps

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Hey Berni,

Please email the following three to get this issue addressed.

[Accounting@aureatedev.com](mailto:Accounting@aureatedev.com)

[Ap@aureatedev.com](mailto:Ap@aureatedev.com)

[Mgrill@aureatedev.com](mailto:Mgrill@aureatedev.com)

--

Best,  
Matthew Sauvron



**Matthew Sauvron**

Project Coordinator | MLO NMLS: 2366939

☐ (813) 761-1006 ☐ [msauvron@aureatedev.com](mailto:msauvron@aureatedev.com)

☐ 5600 Mariner St STE 227 Tampa, FL 33609

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**KUTAK ROCK LLP****TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 31, 2025

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Ms. Jennifer Goldyn  
Encore CDD  
Rizzetta & Company  
Suite 200  
3434 Colwell Avenue  
Tampa, FL 33614

Invoice No. 3570574  
6723-1

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Re: General

## For Professional Legal Services Rendered

04/01/25	S. Sandy	1.50	487.50	Prepare work authorization for Lot 10 connection; confer with Watson regarding same
04/02/25	S. Sandy	1.30	422.50	Confer with DeLuna; prepare for board meeting; prepare Lot 10 connection work authorization
04/03/25	S. Sandy	2.60	845.00	Prepare for and attend board meeting; conduct follow up regarding same
04/04/25	S. Sandy	2.10	682.50	Confer with DeLuna regarding qualified electors; conduct meeting follow up; prepare agreement for vault maintenance; confer with Woodward; prepare chilled water rate study agreement; confer with Woodcock regarding same
04/04/25	D. Wilbourn	0.80	144.00	Prepare agreement for drainage repairs
04/06/25	J. Johnson	0.50	192.50	Monitor legislative process relating to matters impacting special districts

**KUTAK ROCK LLP**

Encore CDD

May 31, 2025

Client Matter No. 6723-1

Invoice No. 3570574

Page 2

04/07/25	S. Sandy	0.40	130.00	Conference with DeLuna, Chack-on, and Woodcock regarding various District items; prepare pressure washing addendum
04/07/25	D. Wilbourn	0.70	126.00	Prepare agreement for pressure washing
04/15/25	S. Sandy	0.60	195.00	Confer with DeLuna regarding FY 2026 budget; conduct follow up regarding same; review status of 2025 legislative session matters affecting special districts
04/15/25	D. Wilbourn	0.30	54.00	Prepare fiscal year budget documents
04/17/25	S. Sandy	1.00	325.00	Review Lot 10 connection application, work authorization, and exhibit to same; confer with Angulo and Watson regarding same
04/22/25	S. Sandy	0.20	65.00	Confer regarding Lot 12 connection work funding agreement
04/23/25	S. Sandy	0.90	292.50	Review Lot 10 connection work authorization and proposal; confer regarding Lot 13 stormwater approval
04/24/25	S. Sandy	0.50	162.50	Review updated Trane proposal for Lot 10 connection; review draft agenda; confer regarding Lot 12 developer funding
04/30/25	S. Sandy	0.10	32.50	Confer with Woodcock

TOTAL HOURS 13.50

TOTAL FOR SERVICES RENDERED

TOTAL CURRENT AMOUNT DUE

**RECEIVED**  
06/04/2025

\$4,156.50

\$4,156.50

Chiller \$2,600.00

**Rizzetta & Company, Inc.**  
3434 Colwell Avenue  
Suite 200  
Tampa FL 33614

# Invoice

Date	Invoice #
6/2/2025	INV0000099645

**Bill To:**

ENCORE CDD  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

RECEIVED  
05/28/25

Services for the month of	Terms	Client Number
June	Upon Receipt	00201

Description		Qty	Rate	Amount
Accounting Services Administrative Services Landscape Consulting Services Management Services Website Compliance & Management	Chiller \$937.34	1.00 1.00 1.00 1.00 1.00	\$1,406.00 \$318.67 \$900.00 \$2,581.83 \$100.00	\$1,406.00 \$318.67 \$900.00 \$2,581.83 \$100.00
		Subtotal		\$5,306.50
		Total		\$5,306.50





## INVOICE

06/10/25

Invoice Number	2405990
Invoice Date	June 5, 2025
Customer Number	183039
Project Number	238200348

**Bill To**

Encore Community Development  
District  
Accounts Payable  
3434 Colwell Ave.  
Suite 200  
Tampa FL 33614  
United States

**Alternative Remit To**

Stantec Consulting Services Inc.  
(SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States  
Federal Tax ID  
11-2167170

---

**Stantec Project Manager:**

Woodcock, Greg

**Current Invoice Due:**

\$612.10

**For Period Ending:**

May 30, 2025

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**Net Due in 30 Days or in accordance with terms of the contract**

**Stantec will not change our banking information. If you receive a request noting our banking information has changed, please contact your Stantec Project Manager**

INVOICE

Invoice Number2405990

Project Number238200348

Top Task 2025

2025 FY General Consulting

Professional Services

Category/Employee	Hours	Rate	Current Amount
Woodcock, Gregory (Greg)	4.50	135.00	607.50
	4.50		607.50
Professional Services Subtotal	4.50		607.50

Disbursements

	Current Amount
Direct - Printing	4.60
Disbursements Subtotal	4.60

Top Task 2025 Total

612.10

Total Fees & Disbursements

\$612.10

INVOICE TOTAL (USD)

\$612.10

Billing Backup - Roster

Date	Project	Task	Expnd Type	Employee Billing Title	Employee/Supplier	Quantity	Bill Rate	Bill Amount	Comment
2025-05-05	238200348	2025	Direct - Regular	Project Manager	WOODCOCK, GREGORY (GREG)	1.00	135.00	135.00	CALL WITH ADS REGARDING INVOICE AND SEND APPROVED INVOICE TO STEPHANIE. COORDINATE FINAL AGREEMENT FOR LOUVER PROJECT WITH DAUNTLESS.
2025-05-07	238200348	2025	Direct - Regular	Project Manager	WOODCOCK, GREGORY (GREG)	0.50	135.00	67.50	CALL WITH VASILI TO DISCUSS LOT 13 STORMWATER PERMITTING REQUIREMENTS AND INFORMATION NEEDED FOR DEVELOPER.
2025-05-08	238200348	2025	Direct - Regular	Project Manager	WOODCOCK, GREGORY (GREG)	3.00	135.00	405.00	CALL WITH LOT 10 ENGINEER TO DISCUSS SIDEWALK PAVERS. ATTEND CHILLER OPERATIONS CALL WITH TRANE
Total employee: WOODCOCK, GREGORY (GREG)						4.50		\$607.50	
2025-04-24	238200348	2025	Direct - Printing			4.60	1.00	4.60	21015ARC042425B3
Total employee: ARC						4.60		\$4.60	
Total Project 238200348						9.10		\$612.10	

**TRANE®**Trane U.S. Inc.  
2313 S 20th Street  
La Crosse, WI 54601  
United States

# Invoice

Invoice Number **315372225**

For questions please contact:

Tampa TCS SO FL

Tel: 813-877-8251

Fax: 813-877-8257

**Remit Payment To**Trane U.S. Inc.  
P. O. Box 406469  
ATLANTA, GA 30384-6469Invoice Date **06-MAY-2025**Customer No. **958479**Reference No. **3117815**Internal Account **4205244**Payment Terms **NET 45**Payment Due Date **20-Jun-2025**

Discount Date

**Bill To**ENCORE COMMUNITY DEVELOPMENT DISTRICT  
2700 S FALKENBURG RD  
SUITE 2745  
RIVERVIEW, FL 33578  
UNITED STATES

Customer Tax ID

Inco Terms	
Supply Location	Tampa TCS SO FL
Shipping Method	
Tracking No.	
Freight Terms	
Bill of Lading	

**Sold To**ENCORE COMMUNITY DEVELOPMENT D  
2700 S FALKENBURG RD  
SUITE 2745  
RIVERVIEW, FL 33578  
UNITED STATES**Ship To****RECEIVED**  
05/07/25<https://www.tranetechnologies.com/customer>**CERTifyTax** - for submittal of tax exemption certificates.**iReceivables** - access invoice copies, account balances & make payments.

1206102108

Tax/GST ID: 25-0900465	State Tax: 0.00 0.0000%	County Tax: 0.00 0.0000%	City Tax: 0.00 0.0000%	District Tax: 0.00 0.0000%
PST/QST ID:				

Currency	Subtotal	Special Charges	Tax	Freight	Total
USD	29166.66	0.00	0.00	0.00	29166.66

Special Instructions	MASTER CONTRACT #3117815
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Contract/Call No.	Order Date	Ship Date	Purchase Order
3117815		06-MAY-2025	BILL JOHNSON-GRIFFIN

Line	Description	Quantity	UOM	Unit Price	Extended Price
1	ENCORE COMMUNITY DEVELOPMENT D Line Note: Contract Type is BAS Monitoring Services; Billing Frequency is MONTHLY; Billing Period Begins on 05/01/2025	1			
2	ENCORE COMMUNITY DEVELOPMENT D Line Note: Contract Type is Select Maintenance; Billing Frequency is MONTHLY; Billing Period Begins on 05/01/2025	1			
3	ENCORE COMMUNITY DEVELOPMENT D Line Note: Contract Type is Intelligent Services; Billing Frequency is MONTHLY; Billing Period Begins on 05/01/2025	1			
4	ENCORE COMMUNITY DEVELOPMENT D Line Note: Contract Type is BAS Select Maintenance; Billing Frequency is MONTHLY; Billing Period Begins on 05/01/2025	1			



ENCORE COMMUNITY DEVELOPMENT  
1004 N NEBRASKA AVE, C  
TAMPA, FL 33602-3041

RECEIVED  
06/10/25

Statement Date: June 05, 2025

Amount Due: \$31,790.44

Due Date: June 26, 2025

Account #: 211006278348

DO NOT PAY. Your account will be drafted on June 26, 2025

## Account Summary

Current Service Period: May 01, 2025 - May 30, 2025

Previous Amount Due	\$26,913.63
Payment(s) Received Since Last Statement	-\$26,913.63

Current Month's Charges	\$31,790.44
-------------------------	-------------

Amount Due by June 26, 2025	\$31,790.44
-----------------------------	-------------

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

## Your Energy Insight



Your average daily kWh used was **86.15% higher** than the same period last year.

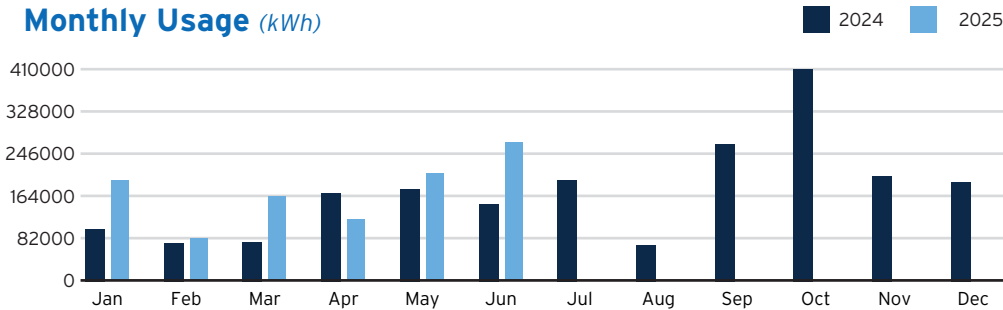


Your peak billing demand was **14.95% higher** than the same period last year.



Scan here to view your account online.

## Monthly Usage (kWh)



Learn about your newly redesigned bill and get deeper insights about your usage by visiting [TECOaccount.com](https://TECOaccount.com)



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 211006278348

Due Date: June 26, 2025



Pay your bill online at [TampaElectric.com](https://TampaElectric.com)

See reverse side of your paystub for more ways to pay.

Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](https://TampaElectric.com/Paperless) to enroll now.

Amount Due: \$31,790.44

Payment Amount: \$ \_\_\_\_\_

630396773671

Your account will be  
drafted on June 26, 2025

ENCORE COMMUNITY DEVELOPMENT  
3434 COLWELL AVE, STE 200  
TAMPA, FL 33614-8390

Mail payment to:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

Make check payable to: TECO

Please write your account number on the memo line of your check.



**Service For:**  
1004 N NEBRASKA AVE  
C, TAMPA, FL 33602-3041

**Account #:** 211006278348  
**Statement Date:** June 05, 2025  
**Charges Due:** June 26, 2025

## Meter Read

**Service Period:** May 01, 2025 - May 30, 2025

**Rate Schedule:** General Service Demand -Time of Day

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000848418	05/30/2025	12,006		11,506		80,000 kWh	160.0000	30 Days
1000848418	05/30/2025	50,999		49,318		268,960 kWh	160.0000	30 Days
1000848418	05/30/2025	4.05		0		648.32 kW	160.0000	30 Days
1000848418	05/30/2025	4.18		0		668.8 kW	160.0000	30 Days

## Charge Details



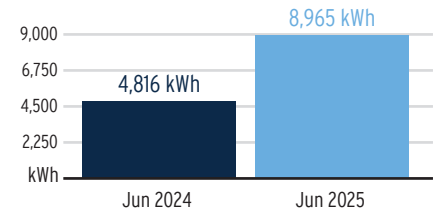
### Electric Charges

Daily Basic Service Charge	30 days @ \$1.06000	\$31.80
Billing Demand Charge	669 kW @ \$6.38000/kW	\$4,268.22
Peak Demand Charge	648 kW @ \$11.70000/kW	\$7,581.60
Energy Charge - On Peak	80,000 kWh @ \$0.01253/kWh	\$1,002.40
Energy Charge - Off Peak	188,960 kWh @ \$0.00600/kWh	\$1,133.76

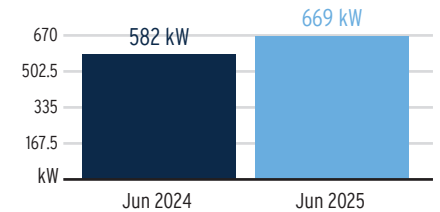
### Fuel Charge

On-Peak	80,000 kWh @ \$0.03549/kWh	\$2,839.20
Off-Peak	188,960 kWh @ \$0.03325/kWh	\$6,282.92
Capacity Charge	669 kW @ \$0.30000/kW	\$200.70
Storm Protection Charge	669 kW @ \$2.08000/kW	\$1,391.52
Energy Conservation Charge	669 kW @ \$0.93000/kW	\$622.17
Environmental Cost Recovery	268,960 kWh @ \$0.00068/kWh	\$182.89
Clean Energy Transition Mechanism	669 kW @ \$1.15000/kW	\$769.35
Storm Surcharge	268,960 kWh @ \$0.01035/kWh	\$2,783.74

## Avg kWh Used Per Day



## Billing Demand (kW)



Billing information continues on next page →

For more information about your bill and understanding your charges, please visit [TampaElectric.com](https://www.tampaelectric.com)

## Ways To Pay Your Bill



### Bank Draft

Visit [TECOaccount.com](https://TECOaccount.com) for free recurring or one time payments via checking or savings account.



### In-Person

Find list of Payment Agents at [TampaElectric.com](https://TampaElectric.com)



### Mail A Check

**Payments:**  
TECO  
P.O. Box 31318  
Tampa, FL 33631-3318  
Mail your payment in the enclosed envelope.



### Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at [TECOaccount.com](https://TECOaccount.com). Convenience fee will be charged.



### Phone

Toll Free:  
**866-689-6469**

### All Other

**Correspondences:**  
Tampa Electric  
P.O. Box 111  
Tampa, FL 33601-0111

## Contact Us

### Online:

[TampaElectric.com](https://TampaElectric.com)

### Phone:

**Commercial Customer Care:**

866-832-6249

**Residential Customer Care:**

813-223-0800 (Hillsborough)

863-299-0800 (Polk County)

888-223-0800 (All Other Counties)

Hearing Impaired/TTY:

7-1-1

**Power Outage:**

877-588-1010

**Energy-Saving Programs:**

813-275-3909

**Please Note:** If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent at Tampa Electric. You bear the risk that this unauthorized party will relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.



**Service For:**  
1004 N NEBRASKA AVE  
C, TAMPA, FL 33602-3041

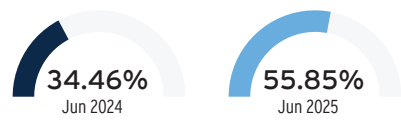
Account #: 211006278348  
Statement Date: June 05, 2025  
Charges Due: June 26, 2025

Charge Details Continued...

Florida Gross Receipt Tax	\$745.90
<b>Electric Service Cost</b>	<b>\$29,836.17</b>
Franchise Fee	\$1,954.27
<b>Total Electric Cost, Local Fees and Taxes</b>	<b>\$31,790.44</b>

Total Current Month's Charges\$31,790.44

Load Factor



Decreasing the proportion of your electricity utilized at peak will improve your load factor.

Important Messages