



Rizzetta & Company

Encore Community Development District

**Board of Supervisors' Meeting
June 11, 2026**

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

www.encorecdd.org

ENCORE COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

Board of Supervisors	Julia Jackson Michael Randolph Carol Jones Mae Walker Irma Ruiz	Chairman Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Rachel Welborn	Rizzetta & Company, Inc.
District Attorney	Sarah Sandy	Kutak Rock
District Engineer	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 33579 (813) 533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614
www.encorecdd.org

Board of Supervisors
Encore Community
Development District

May 28, 2026

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Encore Community Development District will be held on **Thursday, June 11, 2026, at 1:30 p.m.** at The Ella at Encore, located at 1210 Ray Charles Blvd., Tampa, Florida 33602. The following is the final agenda for this meeting:

REGULAR MEETING:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS**
3. **STAFF REPORTS**
 - A. Chiller System Manager
 1. Presentation of Central Energy Plant Report – Trane Tab 1
 - B. Landscape Inspection
 1. Community Asset Inspection Report..... Tab 2
 2. Review of Irrigation Report
 3. Consideration of Summer Flower Rotation ProposalTab 3
 4. Consideration of Asiatic Jasmine ProposalTab 4
 - C. Spring Environmental
 - D. District Engineer
 - E. District Counsel
 - F. Tampa Housing Authority Update
 - G. District Manager Report
4. **BUSINESS ITEMS**
 - A. Presentation of Fiscal Year 2026-2027 Proposed Budget
 - i. Consideration of Resolution 2026-07; Approving Fiscal Year 2026/2027 Proposed Budget & Setting Public Hearing..... Tab 5
 - B. Consideration of Resolution 2026-08; Setting Public Hearing on Revised Rules of Procedure..... Tab 6
 - C. Public Hearing on Revised Chiller Rates
 - i. Consideration of Resolution 2026-09; Approving Revised Chiller Rates Tab 7 USC
5. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors Meeting Held on May 14, 2026..... Tab 8 USC
 - B. Consideration of Minutes of the Audit Committee Meeting Held on May 14, 2026 Tab 8 USC
 - C. Consideration of Operations and Maintenance Expenditures for April 2026 Tab 10
 - D. Consideration of Chiller Fund Operations and Maintenance Expenditures for April 2026 Tab 11 USC

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, rwelborn@rizzetta.com

Sincerely,
Rachel Welborn
Rachel Welborn
District Manager

Tab 1

ENCORE IS Central Plant and Buildings Report

April 2026



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

Customer

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



Customer Contacts

Greg Woodcock, 352-741-7699
Greg.Woodcock@stantec.com
Vanessa Smith, 813-533-2950
VSmith@rizzetta.com
Rachel Welborn, 813-533-2950
RWelborn@rizzetta.com

SECTION 1: Key Performance Indicators

SECTION 2: CEP & Bldg. Heat Exchanger Performance

SECTION 3: Ice Generation and Usage

SECTION 4: Water Treatment

SECTION 5: Chiller Performance

SECTION 6: Maintenance & Repairs



SECTION 1: Key Performance Indicators (KPI)

CEP Key Performance Indicators (KPI) - Financial				
Performance Metric	Current Month	Previous Month	Previous Year	Year to Date
Electrical Consumption (kWh)	428,317	301,854	360,715	1,149,793
Electrical Cost	\$84,686.11	\$54,319.42	\$64,202.36	\$225,200.44
Peak Demand Consumption (kW)	1,416	647	1,826	2,954
Peak Demand Cost	\$17,473.44	\$7,983.98	\$21,364.20	\$36,477.04
Demand Consumption (kW)	2,954	1,999	1,826	8,557
Demand Cost	\$19,880.42	\$13,453.27	\$11,649.88	\$57,588.61
Water Cost	\$2,283.12	\$816.39	\$1,556.74	\$7,027.58

CEP Key Performance Indicators (KPI) - Operational				
Performance Metric	Current Month	Previous Month	Previous Year	Year to Date
Plant Efficiency (kW/Ton) (Avg)	1.01	0.89	1.38	1.10
Cooling Degree Days	297	238	351	672
Chilled Water Differential Temperature (F) (Avg)	10.7	10.3	10.3	8.8
Condenser Water Setpoint (F) (Avg)	73.7	72.9	77.7	70.7
Days Failed to Make Ice	0	0	15	9
Water Usage (x 1000 Gallons)	262	105	207	805

Central Plant System Information

Average Values Unless Noted	System CHWR Temp	System CHWS Temp	SystemDelta T	System Flow	Total System Tons	Total System Ton/Hrs	CHW Differential Pressure	CHW Differential Setpoint	kWh	kW/Ton	Cooling Degree Days
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
Jul	50.3	39.8	10.5	1,634	2,115,059	528,765	14.9	14.9	628,992	1.19	619
Aug	50.6	40.2	10.4	1,667	2,139,328	534,832	14.9	14.8	550,888	1.03	609
Sep	48.5	39.9	8.6	1,771	1,803,915	450,979	13.7	13.7	499,437	1.11	516
Oct	49.8	39.8	10.0	1,233	1,524,731	381,183	12.5	12.5	429,515	1.13	376
Nov	48.3	39.4	8.9	850	932,904	233,226	9.8	9.6	311,038	1.33	186
Dec	48.0	39.3	8.7	777	849,310	212,328	8.9	8.6	260,153	1.23	120
2026											
Jan	45.3	38.2	7.1	739	690,906	172,727	9.1	8.6	210,298	1.22	67
Feb	45.7	38.6	7.1	790	662,840	165,710	8.9	8.7	209,324	1.26	70
Mar	49.1	38.8	10.3	1,054	1,349,253	337,313	11.1	11.1	301,854	0.89	238
Apr	50.0	39.3	10.7	1,336	1,696,166	424,042	12.4	12.6	428,317	1.01	297

- CEP total kWh consumption increased by 42%, Ton-Hour consumption increased by 26%, and total cooling degree days increased by 25% from March. The current month's Plant Loading of 29% was an increase of 30% from March. Building consumption increased between 11% and 67%.



SECTION 2: 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	424,042	337,313	261,418	1,099,792
Navara Ton Hour Consumption	53,639	47,120	57,959	154,069
Legacy Ton Hour Consumption	41,528	36,824	44,674	119,481
Ella Ton Hour Consumption	26,902	16,137	29,294	68,019
Reed Ton Hour Consumption	48,020	55,725	64,318	166,362
Trio Ton Hour Consumption	29,484	26,693	31,177	86,738
Tempo Ton Hour Consumption	51,515	41,980	55,222	129,000
Modera Ton Hour Consumption	72,970	62,985	0	192,240

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
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
Jul	52.2	40.3	11.9	222	12.0	328,258	68.5	70.2	-1.7	25.9	27.2
Aug	52.6	40.7	11.9	216	12.0	318,707	76.6	72.2	4.4	26.0	27.3
Sep	49.1	40.5	8.6	273	8.6	275,682	59.4	54.5	4.8	30.5	31.8
Oct	49.2	40.4	8.8	206	9.0	221,440	66.4	62.0	4.4	26.8	28.2
Nov	48.6	40.1	8.5	129	10.0	136,685	56.1	51.9	4.1	22.6	24.1
Dec	49.2	40.3	8.9	114	10.0	128,052	54.2	50.1	4.1	22.1	23.6
2026											
Jan	47.5	40.5	7.0	110	10.0	105,921	54.3	50.2	4.1	21.7	23.2
Feb	47.3	40.3	7.0	116	10.0	106,145	53.8	49.7	4.0	22.6	24.0
Mar	49.8	40.3	9.5	158	10.0	188,142	55.1	50.9	4.2	24.2	25.7
Apr	51.1	41.2	9.9	179	10.0	213,507	56.1	51.8	4.3	25.5	26.9

Navara Bldg Side HX	Average System										
	Average CHW Return Temp	Average CHW Supply Temp	Average Delta T	Average CHW Return Flow	Average CHW Setpoint	Total Bldg Tons	CHW Diff Pressure	Average CHW Supply Pressure	Average CHW Return Pressure	Average Control Valve Signal	Average Control Valve Feedback
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
Jul	71.6	42.1	29.4	218	42	795,371	3.0	59.1	54.8	94.6	93.9
Aug	54.2	43.2	11.0	243	42	320,163	4.1	60.2	55.7	96.5	95.9
Sep	51.8	43.4	8.4	390	44	392,175	15.7	77.7	72.2	84.0	83.4
Oct	51.1	43.7	7.4	309	45	288,679	8.6	70.8	66.2	84.4	83.6
Nov	50.2	46.3	3.9	311	44	149,201	11.3	63.9	58.7	95.4	95.1
Dec	49.8	46.0	3.9	305	44	147,030	12.0	60.2	55.1	95.7	95.3
2026											
Jan	49.5	45.3	4.2	294	44	154,227	12.0	58.5	53.8	88.0	87.6
Feb	49.7	44.9	4.8	287	44	155,207	12.0	60.0	55.3	87.1	86.7
Mar	50.8	45.7	5.1	321	44	203,510	12.0	61.3	56.1	96.6	96.2
Apr	51.7	46.4	5.2	334	44	212,630	12.0	61.7	56.2	99.4	99.1



Legacy - Plant and Building Side Heat Exchanger Information

Legacy Plant Side HX	Average Return Temp	Average Supply Temp	Average Delta T	Average Flow (GPM)	Average Delta T Setpoint	Total Tons	Average CHW Supply Pressure	Average CHW Return Pressure	Average Diff Press	Average Control Valve Signal	Average Control Valve Feedback
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
Jul	53.5	39.2	14.4	139	14.0	247,803	64.8	61.1	3.6	84.1	83.8
Aug	54.0	39.6	14.4	138	14.0	245,172	73.0	69.4	3.6	83.8	83.6
Sep	53.5	39.4	14.2	129	14.0	218,512	56.3	52.9	3.4	82.1	81.8
Oct	51.4	39.3	13.3	113	13.1	180,303	63.8	60.6	3.2	74.3	74.0
Nov	51.1	39.0	12.1	86	12.0	124,495	54.5	51.8	2.7	65.5	65.3
Dec	51.2	39.2	12.0	72	12.0	107,359	53.2	50.7	2.5	58.8	58.6
2026											
Jan	51.2	39.4	11.8	58	12.0	87,286	53.4	50.9	2.4	49.2	49.1
Feb	50.8	38.9	11.9	58	12.0	78,131	52.7	50.3	2.4	52.9	52.8
Mar	50.7	39.2	11.4	102	12.0	146,854	52.9	49.9	3.0	74.4	74.2
Apr	52.4	40.1	12.2	115	12.0	166,185	53.3	50.1	3.2	77.7	77.6

Legacy Bldg Side HX	Average Return Temp	Average Supply Temp	Average Delta T	Average Flow (GPM)	Total Tons	Average CHW Supply Pressure	Average CHW Return Pressure	Average Water Press Dp
2025								
Jan	55.3	51.4	3.9	152	60,465	4.3	76.6	-72.3
Feb	55.5	47.9	7.5	80	67,647	5.8	92.9	-87.1
Mar	55.4	46.8	8.6	103	112,609	5.6	79.1	-73.6
Apr	56.6	45.1	11.5	131	182,367	7.1	80.0	-72.9
May	55.4	45.2	10.2	194	74,181	5.2	94.8	-89.6
Jun	56.0	43.6	12.5	150	129,805	7.3	84.1	-76.9
Jul	56.3	43.7	12.5	186	275,553	5.5	85.1	-79.6
Aug	57.0	44.0	13.0	1154	1,838,160	5.4	87.0	-81.6
Sep	56.2	43.8	12.5	120	178,479	4.6	81.4	-76.8
Oct	56.3	45.9	10.4	36	37,620	4.8	41.3	-36.5
Nov	52.7	46.9	5.8	26	17,707	5.2	1.3	3.8
Dec	52.7	48.7	4.0	135	62,834	8.2	1.2	7.0
2026								
Jan	53.1	47.4	5.7	113	82,422	7.3	1.1	6.1
Feb	53.0	47.0	6.0	116	80,597	11.1	1.5	9.6
Mar	52.1	45.6	6.5	173	88,598	3.2	3.1	0.1
Apr	54.2	46.5	7.8	187	174,988	3.1	2.3	8.0



Ella – Plant and Building Side Heat Exchanger Information

Ella Plant Side HX <input type="checkbox"/>	Average Return	Average Supply	Average CHWR			Plant Total Tons	Average Setpoint	Average Control Valve Signal	Average of Valve FB
	Temp	Temp	Average Delta T	Flow					
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	7.5	193		98,374	12.3	20.9	22.6
⊕ Jul	47.9	40.1	7.8	200		188,613	12.0	20.0	21.7
⊕ Aug	48.4	40.4	8.0	195		187,903	12.0	20.0	20.5
⊕ Sep	48.5	40.4	8.1	174		163,133	12.0	20.0	20.5
⊕ Oct	46.4	40.1	6.3	175		131,862	12.0	20.1	20.0
⊕ Nov	44.6	39.9	4.7	143		81,108	12.0	20.0	21.1
⊕ Dec	44.4	40.1	4.3	141		73,415	12.0	20.0	21.8
2026									
⊕ Jan	43.7	40.5	3.2	141		56,612	12.0	20.0	20.5
⊕ Feb	43.4	39.9	3.4	127		48,285	12.0	20.2	21.2
⊕ Mar	45.8	40.1	5.7	97		66,120	12.0	20.1	21.2
⊕ Apr	46.5	41.1	5.4	172		107,467	12.0	20.6	22.0

Ella Bldg Side HX <input type="checkbox"/>	Average CHW	Average CHW	Average CHW			Bldg Total Tons	Average CHW Setpoint	Average Control Valve Signal
	Return Temp	Supply Temp	Average Delta T	Return	Flow			
2025								
⊕ 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	4	7.8
⊕ Jul	56.8	44.3	8.6	292		311,556	42	0.0
⊕ Aug	57.2	45.1	12.1	278		417,043	42	0.1
⊕ Sep	56.3	45.0	11.2	264		353,471	42	0.1
⊕ Oct	54.5	43.7	10.8	211		283,896	42	0.1
⊕ Nov	52.7	42.4	10.3	130		165,149	42	2.3
⊕ Dec	52.9	42.5	10.4	33		44,346	42	1.7
2026								
⊕ Jan	53.0	63.4	7.5	20		-68,489	42	3.6
⊕ Feb	53.9	43.6	10.3	48		47,415	42	-1.9
⊕ Mar	57.7	46.4	11.2	155		214,667	42	0.0
⊕ Apr	55.3	42.5	12.7	206		313,634	42	0.0

Reed – Plant and Building Side Heat Exchanger Information

Reed Plant Side HX <input type="text"/>	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
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
⊕ Jul	49.7	40.1	9.6	290	341,261	12	33.3	34.0
⊕ Aug	50.7	40.5	10.2	293	369,533	12	36.0	36.5
⊕ Sep	50.6	40.3	10.3	268	329,690	12	31.9	32.3
⊕ Oct	50.2	40.2	10.0	240	298,761	12	25.9	26.6
⊕ Nov	47.1	39.9	7.2	212	184,554	12	20.7	21.9
⊕ Dec	47.0	40.0	6.9	204	173,960	12	20.5	21.1
2026								
⊕ Jan	45.0	39.8	5.2	204	131,858	12	20.3	20.8
⊕ Feb	44.9	39.6	5.3	208	122,367	12	21.9	23.8
⊕ Mar	48.7	40.2	8.5	214	225,357	12	21.8	22.6
⊕ Apr	50.6	41.0	9.6	171	193,327	12	22.7	23.3

Reed Bldg Side HX <input type="text"/>	Average CHW Return Temp	Average CHW Supply Temp	Average CHW Average Delta T	Average CHW Return Flow	Average CHW Setpoint	Total Bldg Tons	Average CHW Diff Pressure
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
⊕ Jul	54.5	41.3	13.2	197	44.0	323,034	16.0
⊕ Aug	55.3	41.6	13.7	205	44.0	348,046	16.0
⊕ Sep	54.5	41.7	12.8	194	44.0	299,052	15.9
⊕ Oct	54.3	41.2	13.1	166	44.0	270,292	15.9
⊕ Nov	52.4	40.1	12.3	106	44.0	160,113	14.6
⊕ Dec	52.3	40.4	11.9	97	44.0	144,519	14.0
2026							
⊕ Jan	67.4	60.6	11.4	81	44.0	67,311	13.4
⊕ Feb	68.3	80.8	6.6	88	44.0	-95,919	15.1
⊕ Mar	64.5	40.8	23.7	124	44.0	372,684	14.2
⊕ Apr	56.6	42.6	14.0	132	44.0	222,004	10.9

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
2025							
Jan	48.8	40.6	8.1	14	46	45,253	20.3
Feb	51.4	40.5	10.9	14	65	79,468	21.0
Mar	50.6	40.5	10.1	14	69	85,730	20.5
Apr	52.6	40.5	12.1	14	86	125,077	22.0
May	53.1	39.7	13.4	14	119	60,464	23.4
Jun	52.2	40.0	12.2	12	122	103,939	28.2
Jul	52.0	40.0	12.0	12	134	197,869	30.4
Aug	52.3	40.4	11.9	12	132	193,812	29.9
Sep	52.2	40.3	11.9	12	117	166,882	28.3
Oct	51.3	40.2	11.1	12	100	136,342	24.6
Nov	49.4	39.9	9.5	12	78	88,783	21.7
Dec	49.1	40.1	9.0	12	72.1	79,861	21.3
2026							
Jan	47.7	40.2	7.5	12	69	64,187	21.3
Feb	47.6	39.7	7.9	12	68	59,018	22.8
Mar	50.3	40.2	10.1	12	86	107,235	22.2
Apr	51.9	41.1	10.8	12	93	117,713	23.3

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 (%)
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
Jul	55.1	40.9	14.2	188	330,723	10.0	10.0	0.1
Aug	55.1	41.4	13.7	189	322,653	10.1	10.1	0.5
Sep	53.8	41.4	12.3	188	278,742	13.6	13.6	1.2
Oct	52.9	41.2	11.6	156	226,540	15.0	15.0	6.5
Nov	51.7	40.6	11.2	106	143,762	15.0	15.0	15.1
Dec	51.4	40.9	10.5	94	78,302	15.0	15.0	18.1
2026								
Jan	51.3	41.0	10.3	79	97,729	15.0	15.0	22.0
Feb	51.4	40.7	10.6	78	93,512	15.0	15.0	21.3
Mar	52.4	40.8	11.6	126	161,715	15.0	15.0	10.6
Apr	53.2	42.0	11.2	151	204,027	15.0	15.0	4.1

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
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
Jul	47.8	41.1	6.7	12.0	388	310,343
Aug	47.5	41.5	6.0	12.0	421	303,620
Sep	47.1	41.3	5.8	12.0	399	266,241
Oct	50.1	41.3	8.8	12.0	245	234,677
Nov	49.1	41.1	8.0	12.0	146	140,379
Dec	48.1	41.2	6.9	12.0	133	113,140
2026						
Jan	45.8	41.2	4.6	12.0	140	75,255
Feb	45.1	40.7	4.4	12.0	142	63,654
Mar	49.6	41.3	8.3	12.0	161	168,620
Apr	52.3	42.2	10.1	12.0	173.5	206,007

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
Jul	50.8	42.5	8.3	386	191,012	12	17.4	42
Aug	52.0	42.0	10.0	345	315,467	11	13.8	42
Sep	52.1	41.3	10.8	291	371,431	11	11.1	42
Oct	51.9	43.1	8.8	279	306,984	12	11.7	42
Nov	50.9	42.7	8.2	207	202,424	10	9.9	42
Dec	50.1	43.8	6.5	200	161,967	10	10.0	42
2026								
Jan	48.1	42.0	6.2	166	133,988	10	9.7	42
Feb	48.0	41.7	6.3	167	126,717	10	9.6	42
Mar	51.5	43.1	8.4	228	240,829	10	10.0	42
Apr	53.5	103.4	1.1	251	36,419	10	10.0	42

The building chilled water supply temperature sensor was reading in the 120-degree range until April 27 at 11:15AM. This caused the average chilled water supply temperature, Delta T, and tonnage values to be way out of normal range.



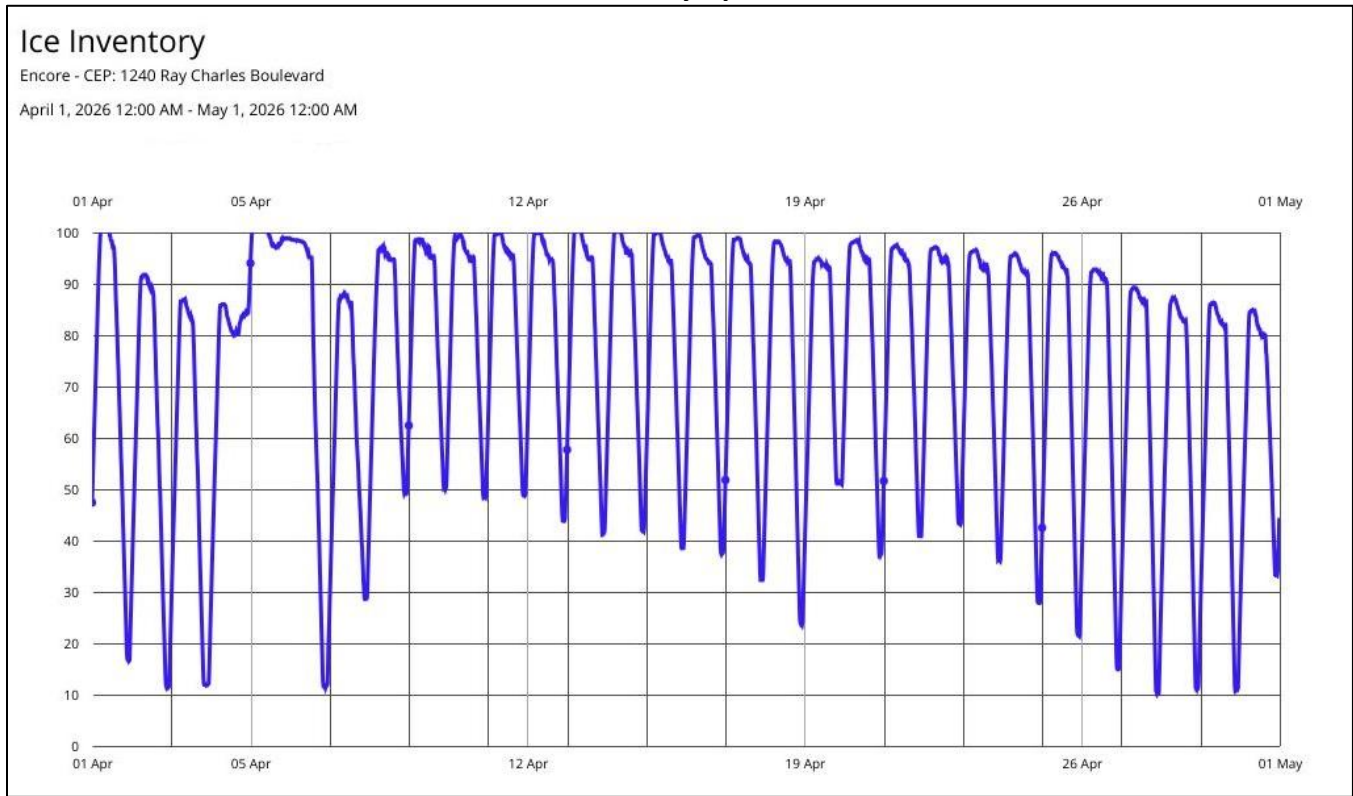
Modera – Plant Side Heat Exchanger Information

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
⊕ Jun	53.9	39.9	14.0	249	14.0	200,692	56.5	57.4
⊕ Jul	53.9	39.9	14.0	274	14.0	475,636	58.0	59.0
⊕ Aug	54.2	40.3	14.0	280	14.0	487,463	58.8	59.7
⊕ Sep	54.0	40.0	13.9	250	14.0	424,062	57.9	58.8
⊕ Oct	54.0	40.0	14.0	186	14.0	324,231	51.1	52.1
⊕ Nov	53.6	39.8	13.8	97	14.0	162,000	38.8	39.8
⊕ Dec	53.8	40.1	13.7	88	14.0	151,523	38.3	39.4
2026								
⊕ Jan	53.2	40.1	13.1	68	14.0	116,089	32.6	33.8
⊕ Feb	53.0	39.8	13.1	71	14.0	110,052	33.6	34.8
⊕ Mar	54.1	40.1	14.0	146	14.0	252,902	46.5	47.5
⊕ Apr	55.0	40.9	14.1	173	14.0	292,591	49.9	50.9

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
⊕ Jun	54.8	48.0	6.8	574	44	222,614	0.1
⊕ Jul	55.1	47.5	7.6	592	44	526,751	0.5
⊕ Aug	56.1	45.5	10.6	407	44	528,144	1.0
⊕ Sep	58.2	42.6	15.7	245	44	453,318	0.1
⊕ Oct	56.9	43.0	13.9	201	44	348,804	16.1
⊕ Nov	55.4	43.3	12.1	119	44	178,675	0.1
⊕ Dec	55.5	43.3	12.2	102	44	159,472	15.0
2026							
⊕ Jan	54.6	43.3	11.3	88	44	127,685	14.9
⊕ Feb	54.9	43.1	11.7	87	44	120,193	15.0
⊕ Mar	56.3	43.7	12.6	180	44	276,397	11.5
⊕ Apr	57.6	44.4	13.2	205	44	319,579	15.0

SECTION 3: Ice Generation and Usage

Ice Inventory April 2026



Ice Inventory - April 2026				
	This Period	Last Period	Year to Date	Comments
Days Failed to Make Ice	0	0	9	Ice calibration and testing in April
Minimum Ice Level	10	32	N/A	
Average Days on Ice	0.2	0.3	N/A	
Maximum Days on Ice	0.3	0.2	N/A	
Maximum Hours on Ice	8	5.3	N/A	

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%	GCHP-5 Run Hours	GCHP-6 Run Hours	Glycol GPM Flow
2025													
Jun	44.5	53.0	41.3	50.8	44.6	53.1	41.6	51.0	0.0	18.8	0	95	--
Jul	47.3	54.3	44.1	52.6	47.3	54.4	44.4	52.8	16.4	5.8	170	69	560
Aug	45.8	52.8	43.0	51.2	45.8	52.8	43.1	51.3	9.2	7.9	106	97	499
Sep	44.3	50.7	40.8	49.4	44.2	50.8	41.0	49.5	2.7	22.5	33	284	741
Oct	43.3	51.2	39.3	49.6	43.5	51.3	39.8	49.8	14.8	17.1	204	285	722
Nov	40.2	47.9	35.4	46.3	40.4	47.9	35.9	46.5	10.1	9.6	177	177	211
Dec	40.4	48.1	35.7	46.6	40.5	48.1	36.2	47.0	7.6	7.4	142	149	172
2026													
Jan	38.4	45.2	33.1	42.3	38.4	45.2	33.5	42.3	8.1	7.7	155	159	194
Feb	38.4	45.0	33.1	42.7	38.5	45.0	33.4	42.6	12.2	12.2	214	244	584
Mar	41.4	49.1	35.9	47.8	41.8	49.1	36.7	48.2	17.6	16.3	285	296	768
Apr	44.6	49.4	39.8	49.3	44.7	49.4	40.9	49.4	21.9	17.2	292	236	869


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 4: Water Treatment



Service Report


Monthly Water Treatment Service Report
Monday, May 4, 2026 10:19 PM EDT

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

Report Number: **675083**
 Recorded By: **Chris Long**
 (952) 469-4965
 clong@chemtexcorp.com

On-Site Time: **11:30 AM EDT to 12:30 PM EDT**

Chiller Plant - Condenser Water

Test	Softeners	Condenser Water	New Softener	Closed Loop
Conductivity (as µmhos)	845 <small>Record</small>	3027 <small>1000 - 5500</small>	1110 <small>1000 max</small>	1360 <small>Record</small>
pH	7.82 <small>6 - 8.5</small>	8.93 <small>Record</small>	7.85 <small>7.5 - 8</small>	11.00 <small>Record</small>
Hardness, total (ppm as CaCO ₃)	1 <small>5 max</small>	330 <small>150 max</small>	200 <small>6 max</small>	
On-Trac, ppb		90 <small>80 min</small>		
Controller Conductivity Reading		3056 <small>Record</small>		
Temperature (°F)		66 <small>60 - 100</small>		
 Conductivity Cycles (Calculated)		3.6 <small>4 - 10</small>		
Nitrite (ppm as NO ₂)				350 <small>400 - 800</small>

Opening Comment

Chemtex was on site to perform monthly water testing of the cooling water system. While on site I met with Javier.

- 1) The conductivity probe was checked to ensure it was within calibration limits. No calibration was needed during the visit.
- 2) The PTSA probe (inhibitor) was checked to verify it was within calibration limit. It was reading a within our target range, but the controller was off by 10% so the probe was calibrated to ensure better control of the chemistry.
- 3) The tower had a much higher hardness this month compared to the 60-70 ppm over the last three months. When checking the makeup water, I noticed the softener closest to the ice banks was in service, but the softener was not showing flow even though the system was calling for water. If the flow meter is not working properly the system will not call for regeneration and will eventually start producing hard water. I notified Justin and he was going to put in a service request.

SECTION 5: Chiller Performance

Chiller #1 Performance
 Trane Model # CVHF108, Serial # L11H03092

Encore - CEP_ 1240 Ray Charles Boulevard_ Tampa_ FL 33602

Chiller Performance Report

Reporting Period: 04/01/2026 - 04/30/2026
 Creation Date: 05/11/2026

Chiller Name: CH-1

Chiller Capacity: 675.0 Tons

Sales Order Number: HSN153A

Serial Number: L11H03092

Chiller Entered Service Date: March 01, 2012

Model Number: CVHF108FA4CGACX318CE7BCAFAD000000R000140L00000CA100A

Compressor Run Hours and Starts

CKT1 - Compressor 1A

	This Month	Mar 2025	Total Life of Equipment
Total Run Hours	177.5	167.25 ▲ 6%	Not Available
Total Starts	30.0	31 ▼ 3%	Not Available
Average Daily Starts	1.0	1.0	Not Available
Average Run Hours/Start	5.92	5.4 ▲ 10%	Not Available

Chiller Life

(Years)

ASHRAE Guidelines: 0, 5, 10, 15

Plant Load Analysis (Current Month)

Legend: No Data, 0-20%, 20-40%, 40-60%, 60-80%, 80-100%

1 of 4

© 2026 Trane. All Rights Reserved.
 Confidential and proprietary information of Trane U.S.Inc.

Chiller #2 Performance

Trane Model # CVHF108, Serial # L15C01634

Encore - CEP_ 1240 Ray Charles Boulevard_ Tampa_ FL 33602

Chiller Performance Report

Reporting Period: 04/01/2026 - 04/30/2026
 Creation Date: 05/11/2026

<small>Chiller Name:</small>	<small>Sales Order Number:</small>	<small>Chiller Entered Service Date:</small>
CH-2	H5U872A	October 01, 2015
<small>Chiller Capacity:</small>	<small>Serial Number:</small>	<small>Model Number:</small>
1000.0 Tons	L15C01634	CVHF108FA4VDPED30186FBCDBA000000201G170LD000CA100DA

Compressor Run Hours and Starts

CKT1 - Compressor 1A

	This Month	Mar 2025	Total Life of Equipment
Total Run Hours	536.38	▲ 30% 489.0	Not Available
Total Starts	29.0	▼ 55% 64	Not Available
Average Daily Starts	0.97	▼ 53% 2.06	Not Available
Average Run Hours/Start	18.5	▲ 142% 7.64	Not Available

Chiller Life

Plant Load Analysis (Current Month)

1 of 4 | © 2025 Trane. All Rights Reserved.
 Confidential and proprietary information of Trane U.S.Inc.

Chiller #3 Performance

Trane Model # CDHF3000, Serial # L22L03369

Chiller #3 had insufficient operating hours in April for a Performance Report.

Chiller #1 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
Jul	2.7	65.4	3.4	-12.9	38.7	0.8	22.6	119.4	0.0	123
Aug	2.6	92.6	0.1	-10.6	25.3	0.1	22.5	118.7	0.0	138
Sep	2.6	92.0	0.1	-11.0	22.0	0.1	22.5	118.3	0.0	155
Oct	2.3	86.1	0.1	-11.0	21.9	0.1	22.5	115.9	0.2	164
Nov	2.1	80.8	0.1	-11.0	21.8	0.1	22.5	113.8	0.0	96
Dec	2.2	82.5	0.1	-11.0	22.0	0.0	22.6	114.6	1.2	74
2026										
Jan	2.2	82.2	0.1	-11.0	22.3	0.0	22.1	114.5	1.2	72
Feb	2.1	81.0	0.1	-11.0	22.1	0.0	22.5	113.9	0.6	101
Mar	2.2	84.1	0.1	-11.0	22.1	0.0	22.5	115.3	6.0	167
Apr	2.3	85.6	0.2	-11.0	22.2	0.0	22.6	116.0	0.0	178

Chiller #2 Refrigeration and Mechanical Performance

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	0.00	457
Feb	-0.8	78.0	3.5	-9.1	38.3	1.8	25.7	115.0	0.60	642
Mar	-1.4	76.1	3.2	-9.1	38.0	2.0	25.9	113.4	0.00	613
Apr	2.4	89.0	5.5	-9.1	38.1	2.2	25.3	122.0	0.60	631
May	4.4	94.9	8.6	-9.1	38.1	2.1	25.1	125.7	0.00	658
Jun	5.9	99.0	10.0	-9.1	38.0	2.2	24.9	129.4	0.60	609
Jul	5.2	97.2	6.9	-9.1	38.0	2.2	25.1	128.4	0.00	501
Aug	3.8	93.2	2.6	-9.1	38.1	2.3	25.4	124.9	0.00	480
Sep	3.0	91.0	2.6	-9.1	38.2	2.0	25.6	121.9	0.00	565
Oct	0.8	83.8	1.9	-9.1	38.2	1.9	26.1	115.9	0.02	484
Nov	-1.1	77.0	1.4	-9.1	38.2	1.8	26.4	112.9	0.24	468
Dec	-0.1	76.2	2.8	-9.1	38.5	1.6	25.8	116.1	20.77	581
2026										
Jan	-1.6	72.5	2.3	-9.1	38.5	1.6	26.3	113.6	1588	443
Feb	-1.9	73.4	1.4	-9.1	38.2	1.9	26.4	113.6	27.6	267
Mar	0.1	81.1	2.8	-9.1	38.3	1.8	26.1	116.5	0.0	488
Apr	0.7	83.3	4.0	-9.1	38.1	2.0	26.3	116.6	2.4	536



Chiller #3 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
Jul	15.8	88.5	1.3	5.3	39.0	1.2	18.1	110.0	0.0	156
Aug	16.0	89.1	1.8	5.3	39.3	0.8	17.3	110.1	0.0	102
Sep	16.0	89.2	2.4	5.4	39.5	0.8	18.5	109.0	0.0	26
Oct	12.9	78.6	1.2	5.2	38.3	1.8	17.7	106.9	0.0	98
Nov	11.0	71.1	0.5	5.3	38.7	1.3	17.6	102.9	0.0	91
Dec	11.6	73.6	0.6	5.3	38.9	1.5	17.6	105.7	0.0	9
2026										
Jan	11.2	71.9	0.6	5.2	38.7	1.4	17.6	104.3	1.2	76
Feb	9.9	66.6	0.2	5.3	39.0	1.1	21.1	100.9	0.6	53
Mar	13.3	80.0	0.9	5.3	39.0	1.5	21.6	109.0	0.6	4
Apr	15.0	85.8	1.1	5.5	40.9	-0.3	23.4	108.6	4.2	6

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
Jul	15.1	84.5	-3.9	5.2	38.0	1.9	21.5	117.1	0.0	35
Aug	15.5	85.8	-0.8	5.1	37.7	2.5	19.9	116.5	0.0	129
Sep	15.2	84.0	-4.6	5.1	37.9	1.8	18.9	119.1	0.1	7
Oct	14.4	81.8	-3.6	5.2	38.3	2.4	18.7	119.6	1.0	3
Nov	--	--	--	--	--	--	--	--	0.0	0
Dec	--	--	--	--	--	--	--	--	0.0	0
2026										
Jan	9.4	64.9	1.5	5.3	39.2	0.9	16.7	113.3	6.0	19
Feb	9.8	66.4	0.8	5.3	39.2	0.8	16.9	113.4	1.2	44
Mar	13.0	78.2	-0.2	5.3	39.0	1.9	17.6	118.8	1.2	5
Apr	13.8	80.0	-2.2	5.2	38.3	2.1	19.7	118.1	2.4	9

SECTION 6: Maintenance, and Repair Status

Completed Maintenance & Repairs

<p>Cooling Towers 5/2026</p>	<p>All cooling towers were thoroughly cleaned and inspected for signs of wear. 5/4/26 – Towers 4, 5, and 6 are all in good condition 5/6/26 - Tower 3. The fill is showing heavy scale and some damaged areas as the fill is becoming brittle. Life expectancy of cooling tower fill is 10-12 years depending on water treatments and surround factors. This tower is next door to a dirt field and across the street from a yearlong construction project. We do not feel it needs to be changed immediately but would recommend that you begin to budget the fill replacement in the next 2-3 years. 5/6/26 - Tower 2. As with tower 3, the fill is showing heavy scale. Life expectancy of cooling tower fill is 10-12 years depending on water treatments and surround factors. This tower is next door to a dirt field and across the street from a yearlong construction project. We do not feel it needs to be changed immediately but would recommend that you begin to budget the fill replacement in the next 2-3 years. 5/11/26 - Fixing the header pipe leaks in tower 1-3. We supported the pipes and re-aligned them. After that, we shifted the Fernco coupling back into place and tightened the straps. Tower 2 Fernco got new steel straps and we had to move the coupling about 2 inches to get it back in line. Please let me know if you have any questions as this does complete our scope of work for this project.</p>
<p>Check Leaks 2/12, 2/13, & 3/21/26</p>	<p>Tech: Javier Suris arrived on site and addressed the following issues: Initial Assessment (2/12/2026). Observed SC-01 not operating as intended. Noted water and glycol on the floor, potentially related to Mike Miller's work on CH-2. Disabled CHWP-1 due to a water leak at the discharge flex connector flange gasket. Identified leaks at CH-3 chilled water line risers. Observed the glycol makeup tank overflowed. Assisted with cleaning up the water on the floor. Temporarily disabled CHWP-1. Assisted Mike with starting up CH-2. Investigation and Actions (2/13/2026). Continued investigating the cause of the plant-side system overpressure. Determined the system differential pressure was below the setpoint around 6:00 AM, causing CHWP-1 to ramp up. Identified the need to follow up on the system overpressure and glycol issues. Follow-Up (3/21/2026). Observed the glycol makeup storage tank level being maintained. Remained inconclusive regarding the cause of the chilled water system over-pressurizing and the glycol system over-spilling. Recommended further investigation from the mechanical side. SC-01 is now operating as intended. No additional work needs to be quoted at this time.</p>
<p>Reed Plant 2/16/26</p>	<p>Tech: Javier Suris arrived on site. REED PLANT SC+ Troubleshooting. Found the SC offline in Trane Connect. Troubleshoot the issue. Rebooted the SC. The unit was operating as intended upon departure. No additional work needs to be quoted.</p>
<p>Cooling Towers 2/10/26</p>	<p>Tech: Gustavo Torres arrived on site and completed the following. Verified the unit was operating as intended upon arrival. Identified water treatment technician's report regarding water overflow and constant water running. Inspected all six cooling towers. Discovered one tower's water supply flow was not operating correctly, failing to shut off completely. Observed water leaks from rubber joint gaskets in three other cooling towers. Documented findings with pictures and videos provided to Justin Koehler. Confirmed the unit was operating as intended upon departure. No additional work requiring a quote was identified.</p>
<p>Plant 2/4/26</p>	<p>Tech: Javier Suris arrived on site. Responded to a Chilled Water Supply High Temp Alarm. Observed the chiller plant in alarm. CH-3 failed to confirm on. Identified that the chiller evaporator leaving water temperature set point was satisfied. This prevented the chiller from starting and caused the chiller plant control failure. The unit is now operating as intended. No additional work needs to be quoted.</p>

Tab 2

ENCORE

Community Asset Management Report



May 26, 2026

Rizzetta & Company

Dylan Campbell – Community Asset Manager



Rizzetta & Company
Professionals in Community Management

Chiller Park

The following are action items for Juniper to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Orange** is for Staff. **Bold underlined is either info or questions for the BOS.**

- 1. Ray Charles Blvd:** Turf weed intrusion was observed throughout the central circular mulched bed within the far east median of the construction area; removal is recommended to prevent the small bed from becoming overtaken prior to future planting installation. (Pic 1>)



- 2. General Note(Palms):** Community palms are beginning to fruit and exhibit browning fronds; several previously reported palms remain unpruned and not defruited. Prompt maintenance is recommended, as fallen fruit commonly produces palm saplings that can spread throughout turf and mulched beds, creating competition with intended plantings and negatively impacting overall landscape appearance and health. (Pics 2A & 2B>)



- 3. Ray Charles Blvd:** Yellowing turf was observed within a small section along the west edge of the median south of The Reed; inspection for potential fungal activity is recommended due to the possibility of early-stage turf fungus.

Eastmost Median, Hank Ballard Street, Medians

4. **Medians:** Brown and damaged turf was observed at the bases of multiple light poles within the medians; inspection for mole crickets and other contributing factors to the decline is recommended. (Pic 4)



6. **Tempo:** Disconnected and broken irrigation lines were observed within the south easement of the temporary building on the far east side; prompt repair is recommended due to current irrigation restrictions and the need to minimize water loss while maintaining proper landscape irrigation. (Pic 6)



5. **Ray Charles Blvd:** Wilting and loss of color were observed within the annuals throughout the roundabout beds; to maintain plant health until replacement, request confirmation of adequate irrigation coverage, routine deadheading and removal of declining material, and continued weed control to reduce competition and stress within the beds. (Pic 5)



7. **Lot 10:** A couch was observed beneath a tree within the east-side lot; consideration should be given to removal, as the item detracts from the cleanliness and overall appearance of the community landscape. (Pic 7)



Eastmost Median, Hank Ballard Street, Medians

- 8. Chiller Park:** Plant growth encroaching onto park walkways was observed; regular cutback is recommended to maintain unobstructed pedestrian access and promote a cleaner, more polished appearance throughout the area. (Pic 8)



Tab 3



crosspoint

LANDSCAPE & DESIGN

PROPOSAL

Crosspoint Landscape & Design, Inc.
Tax ID: 82-2187817

Date: 5/27/2026
Proposal #: 5077
Project: Flowers

Proposal For:

Encore Community Development District
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

Project Address:

Encore CDD
1004 North Nebraska Avenue
Tampa, Florida 33602

Crosspoint Landscape & Design, Inc.

719 Mainsail Drive
Tampa, FL 33602

813.765.7134
jim@crosspointlandscape.com

Crosspoint Landscape & Design, Inc. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Quantity	Unit Price	Amount
SCOPE:			
Summer Flower Rotation ~ Hyde Park House Remove declining flowers and replace with fresh new flowers of choice for the new season. Add fresh, new planting soil to refresh the flower beds and utilize Bloom Buster fertilizer and fungicide to enhance the beauty of the newly installed flowers. Haul away debris and trash for disposal.			
Summer Flower Mix	720	2.95	2,124.00
Organic Potting Soil - 2 cubic yards	2	75.00	150.00
Business Terms & Conditions: The above scope, specifications, and conditions are acceptable to the client. The price is good for 90 days. Although Crosspoint Landscape & Design, Inc. will make considerable effort to mitigate damages while working with equipment, the client acknowledges responsibility for any damage to underground utilities, such as but not limited to septic systems, drainage, cable lines, phone lines, Internet lines, water pipes, irrigation, and electrical piping/wiring, etc. It is the client's responsibility to clearly share any known utility locations. Crosspoint Landscape & Design, Inc. will call 811 Locates prior to work commencing. Client agrees to indemnify and hold harmless Crosspoint Landscape & Design, Inc. from any damage to the above-mentioned facilities. This contract is made between Crosspoint Landscape & Design, Inc., and the client / property owner / general contractor / owner's agent. The work, methods, specification, and pricing contained herein are accepted by the client.			
Total			\$2,274.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the Crosspoint Landscape & Design, Inc. Business Terms and Conditions.

Accepted this _____ day of _____, 20_____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

Tab 4



crosspoint
LANDSCAPE & DESIGN

PROPOSAL
Crosspoint Landscape & Design, Inc.
Tax ID: 82-2187817

Date: 5/14/2026
Proposal #: 4957 - REV
Project: Landscape

Proposal For:

Encore Community Development District
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

Project Address:

Encore CDD
1004 North Nebraska Avenue
Tampa, Florida 33602

Crosspoint Landscape & Design, Inc.

719 Mainsail Drive
Tampa, FL 33602

813.765.7134
jim@crosspointlandscape.com

Crosspoint Landscape & Design, Inc. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Quantity	Unit Price	Amount
SCOPE:			
Asiatic Jasmine ~ Encore CDD - install Asiatic Jasmine to fill large gaps in existing landscape bed running along west side of The Tempo at Encore between sidewalk and road - thoroughly clean up work area			
Asiatic Jasmine - 1 gallon	950	7.50	7,125.00
LABOR			
Freight / Labor / Installation / Clean-Up	1	2,900.00	2,900.00
IRRIGATION			
Irrigation Adjustments - adjust / modify irrigation to ensure proper water coverage to newly installed plant material	1	500.00	500.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the Crosspoint Landscape & Design, Inc. Business Terms and Conditions.

Accepted this _____ day of _____, 20_____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____



crosspoint
LANDSCAPE & DESIGN

PROPOSAL

Crosspoint Landscape & Design, Inc.
Tax ID: 82-2187817

Date: 5/14/2026
Proposal #: 4957 - REV
Project: Landscape

Proposal For:

Encore Community Development District
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

Project Address:

Encore CDD
1004 North Nebraska Avenue
Tampa, Florida 33602

Crosspoint Landscape & Design, Inc.

719 Mainsail Drive
Tampa, FL 33602

813.765.7134
jim@crosspointlandscape.com

Crosspoint Landscape & Design, Inc. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Quantity	Unit Price	Amount
<p>Business Terms & Conditions: The above scope, specifications, and conditions are acceptable to the client. The price is good for 90 days. Although Crosspoint Landscape & Design, Inc. will make considerable effort to mitigate damages while working with equipment, the client acknowledges responsibility for any damage to underground utilities, such as but not limited to septic systems, drainage, cable lines, phone lines, internet lines, water pipes, irrigation, and electrical piping/wiring, etc. It is the client's responsibility to clearly share any known utility locations. Crosspoint Landscape & Design, Inc. will call 811 Locates prior to work commencing. Client agrees to indemnify and hold harmless Crosspoint Landscape & Design, Inc. from any damage to the above-mentioned facilities. This contract is made between Crosspoint Landscape & Design, Inc., and the client / property owner / general contractor / owner's agent. The work, methods, specification, and pricing contained herein are accepted by the client.</p>			
<p>I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the Crosspoint Landscape & Design, Inc. Business Terms and Conditions.</p>	Total		\$10,525.00

Accepted this _____ day of _____, 20_____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____

Tab 5

RESOLUTION 2026-07
[FY 2027 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Encore Community Development District (“**District**”) prior to June 15, 2026, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: August 13, 2026
TIME: 1:30 p.m.
LOCATION: Ella at Encore
1210 Ray Charles Blvd.
Tampa, Florida 33602

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

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

PASSED AND ADOPTED THIS 11TH DAY OF JUNE 2026.

ATTEST:

**ENCORE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary
Exhibit A: Proposed Budget

Chair/Vice Chair, Board of Supervisors

Tab 6

**RULES OF PROCEDURE
ENCORE COMMUNITY DEVELOPMENT DISTRICT
RULE NO. _____**

EFFECTIVE AS OF _____, 2026

TABLE OF CONTENTS

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting.	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.	7
Rule 1.3	Public Meetings, Hearings, and Workshops.	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse.....	15
Rule 2.0	Rulemaking Proceedings.	16
Rule 3.0	Competitive Purchase.	29
Rule 3.1	Procedure Under the Consultants’ Competitive Negotiations Act.	34
Rule 3.2	Procedure Regarding Auditor Selection.	38
Rule 3.3	Purchase of Insurance.	42
Rule 3.4	Pre-qualification.....	44
Rule 3.5	Construction Contracts, Not Design-Build.	49
Rule 3.6	Construction Contracts, Design-Build.	54
Rule 3.7	Payment and Performance Bonds.	59
Rule 3.8	Goods, Supplies, and Materials.	60
Rule 3.9	Maintenance Services.	64
Rule 3.10	Contractual Services.	68
Rule 3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.....	69
Rule 4.0	Effective Date.	72

Rule 1.0 General.

- (1) The Encore Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "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 at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "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."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
 - (b) Florida Statutes; and
 - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (d) Support economical and efficient operations; and
 - (e) Ensure reliability of financial records and reports; and
 - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
 - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
 - (b) Substantive Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

- (i) The date, time, and location of the public hearing; and
- (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
- (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
 - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
 - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.

- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.
- (15) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:
- (i) The rule from which a variance or waiver is requested;
- (ii) The type of action requested;
- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.
- (16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
- (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “**goods, supplies, and materials**” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Encore Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure on August 13, 2026, at 1:30 p.m., at the Ella at Encore, 1210 Ray Charles Blvd., Tampa, Florida 33602.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its

adoption. **PASSED AND ADOPTED** this 11th day of June 2026.

ATTEST:

ENCORE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Tab 7

Tab 8

Tab 9

Tab 10

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

Operation and Maintenance Expenditures April 2026 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2026 through April 30, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$111,379.25**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Encore Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2026 Through April 30, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Carol Jean Jones	20260413-3	CJ040926	Board of Supervisors Meeting 04/09/26	\$ 200.00
City of Tampa Utilities	20260429-2	2175375-041326	Utilities: 1237 E Harrison St 03/26	\$ 2,283.12
Crosspoint Landscape & Design, Inc.	300184	13274	Monthly Landscape Maintenance 04/26	\$ 5,950.00
Crosspoint Landscape & Design, Inc.	300184	13462	Irrigation Repairs 04/26	\$ 300.95
Frontier Communications of FL	20260429-3	813223710109241 25-040126	Telephone, Internet & Cable 04/26	\$ 466.57
Irma Ruiz	300181	IR040926	Board of Supervisors Meeting 04/09/26	\$ 200.00
Julia Jackson	20260413-1	JJ040926	Board of Supervisors Meeting 04/09/26	\$ 200.00
Mae F. Walker	20260413-2	MW040926	Board of Supervisors Meeting 04/09/26	\$ 200.00
Mandy Electric, Inc	300179	19265	Street Light Repair 03/26	\$ 1,100.00
Michael Randolph	300182	MR040926	Board of Supervisors Meeting 04/09/26	\$ 200.00
Office Dynamics	300180	00042340	Agenda Bookets 04/26	\$ 253.50
Raftelis Financial Consultants, Inc.	300066	45319	Water Rate Study - 03/26	\$ 5,754.55
Rizzetta & Company, Inc.	300178	INV0000108030	Accounting Services 04/26	\$ 5,599.82

Encore Community Development District
Paid Operation & Maintenance Expenditures

April 1, 2026 Through April 30, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Springer Environmental Services, Inc.	300183	15836	Cleanup Services 03/26	\$ 464.00
Stantec Consulting Services, Inc.	300065	2541964	Engineering Services 02/26	\$ 2,676.50
Tampa Bay Trane	20260415-1	315927934	Monthly Billing #3117815 03/26	\$ 30,416.67
TECO	20260429-4	211006275344-040726	Electric Charges 03/26	\$ 48.56
TECO	20260429-4	211006275609-040726	Electric Charges 03/26	\$ 98.64
TECO	20260429-4	211006276102-040726	Electric Charges 03/26	\$ 66.20
TECO	20260429-4	211006276375-040726	Electric Charges 03/26	\$ 39.38
TECO	20260429-4	211006276698-040726	Electric Charges 03/26	\$ 63.94
TECO	20260429-4	211006277001-040726	Electric Charges 03/26	\$ 231.99
TECO	20260401-1	211006277308-031026	Electric Charges 02/26	\$ 23,064.90
TECO	20260429-4	211006277597-040726	Electric Charges 03/26	\$ 119.09
TECO	20260429-1	211006278348-040726	Electric Charges 04/26	\$ 20,385.61
TECO	20260429-4	221007736350-040726	Electric Charges 03/26	\$ 27.56

Encore Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2026 Through April 30, 2026

<u>Vendor Name</u>	<u>Check Numbe</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	20260401-2	221009277932-031026	Electric Charges 02/26	\$ 10,695.76
TECO	20260428-1	221009630650-040626	Electric Charges 03/26	\$ 55.94
The Observer Group, Inc.	300177	26-00964H	Legal Advertising 03/26	\$ 70.00
VoltAir Consulting Engineers, Inc	300067	01.25032-04	Engineering Services 04/26	\$ 146.00
Total				<u>\$ 111,379.25</u>

ENCORE CDD

Meeting Date: April 9, 2026

SUPERVISOR PAY REQUEST

<u>Name of Board Supervisor</u>	<u>Check if paid</u>
Carol Jones	X
Mae Walker	X
Julia Jackson	X
Irma Ruiz	X
Michael Randolph	X

NOTE: Supervisors are only paid if checked.

EXTENDED MEETING TIMECARD

Meeting Start Time:	1:36 PM
Meeting End Time:	3:12 PM
Total Meeting Time:	1 HR 36 MINS

Time Over 3 Hours:	
---------------------------	--

Total at \$175.00 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: _____



City of Tampa Utilities
 P.O. Box 30191
 Tampa, FL 33630-3191

Amount Now Due
 \$2,283.12

Make Check Payable:
 City of Tampa Utilities

Your Account Number
 2175375



BILL DATE: 04/13/2026
 PAY NEW CHARGES BY: AUTO PAY

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

00002175375 0000228312

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: 04/13/2026

Service For:

ENCORE COMMUNITY DEVELOPMENT
 1237 E HARRISON ST

Service To: 04/07/2026

Meter Number		Current	Previous	Days of Service	CCF (100 cu ft)	Gallons (1000's)
10111234	WATER	801	800	29	1	1
10111234	WATER	11011	11011	29	0	0
17063414	WATER	5047	4698	29	349	261
12024493	WATER	192	192	29	0	0
12011270	WATER	2682	2682	29	0	0

LAST BILLING						1,119.21
LESS PAYMENTS						1,119.21 CR
WATER BASE CHARGE 3"			1 Meter @	120.00		120.00
WATER TIER 1 CHARGE			1.0 @	4.14		4.14
TBW PASS-THROUGH			1.0 @	0.06		0.06
WATER SUBTOTAL				124.20		
UTILITY TAX 10%						12.42
WASTEWATER BASE CHARGE 3"			1 Meter @	120.00		120.00
WASTEWATER CHARGE INSIDE			350.0 @	5.79		2,026.50

Amount Now Due
 \$2,283.12

Your Account Number
 2175375

Water Customer Class
 INDUSTRIAL

Water Usage History

Months	Gallons (1000's)
APR	262
MAR	105
FEB	60
JAN	378
DEC	4
NOV	343
OCT	435
SEP	1139
AUG	2260
JUL	1040
JUN	809
MAY	317
APR	207

Pay This Amount → **\$2,283.12**

DO NOT PAY - AUTO BANK PAYMENT SCHEDULED ON OR AFTER 04-27-2026



crosspoint
LANDSCAPE & DESIGN

INVOICE

Please make all checks payable to:
Crosspoint Landscape & Design, Inc.
Tax ID: 82-2187817

Date: 4/1/2026
Invoice #: 13274
Terms: Net 45
Project: Monthly Maintenance

Bill To:

Encore Community Development District
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

Job Site Address:

Encore Community Development District
1004 North Nebraska Avenue
Tampa, Florida 33602

Contact Information

For Billing Inquiries:
813.765.1325
heather@crosspointlandscape.com

For Service Inquiries:
813.765.7134
jim@crosspointlandscape.com

Mailing Address:
719 Mainsail Drive
Tampa, FL 33602

Description	Unit Price	Amount
MONTHLY LANDSCAPE MAINTENANCE ~ ENCORE CDD Mow, edge, line trim, prune shrubs and blow clean. Hand pull weeds and spray herbicide for weed prevention. Monthly irrigation water management / irrigation inspections. Remove all debris and trash for disposal.		
Monthly Maintenance Services - April 2026	5,950.00	5,950.00

Thank You!
 We APPRECIATE your business!
 "Give THANKS always" Thessalonians 5:18

Any dispute of charges must be made in writing within 30 days of the invoice date. After that period, all charges will be considered valid and due in full. There will be a \$50 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 60 days.

Total \$5,950.00
 Payments/Credits \$0.00
Balance Due \$5,950.00



crosspoint
LANDSCAPE & DESIGN

INVOICE

Please make all checks payable to:
Crosspoint Landscape & Design, Inc.
Tax ID: 82-2187817

Date: 4/21/2026
Invoice #: 13462
Terms: Net 45
Project: Irrigation

Bill To:

Encore Community Development District
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

Job Site Address:

Encore CDD
1004 North Nebraska Avenue
Tampa, Florida 33602

Contact Information

For Billing Inquiries:
813.765.1325
heather@crosspointlandscape.com

For Service Inquiries:
813.765.7134
jim@crosspointlandscape.com

Mailing Address:
719 Mainsail Drive
Tampa, FL 33602

Description	Unit Price	Amount
SCOPE:		
Irrigation Repairs ~ Encore CDD - 4/15/2026		
Irrigation Repairs:	300.95	300.95
- irrigation crew dispatched to conduct repairs discovered during irrigation inspection to restore proper irrigation system functionality		
- repair damaged 1" pipe and 30ft of drip hose located in recent construction area on right side of church		
- repair damaged pipe located in butterfly garden		
- includes PVC fittings, solvent, weld, primer and all misc. materials to complete this irrigation project		

*includes all parts & labor to complete project

Total \$300.95
Payments/Credits \$0.00
Balance Due \$300.95

Thank You!
"With God ALL things are possible."
Matthew 19:26

Any dispute of charges must be made in writing within 30 days of the invoice date. After that period, all charges will be considered valid and due in full. There will be a \$50 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 60 days.



ENCORE COMMUNITY DEVELOPMENT Account Number: **813-223-7101-092412-5**

Billing Date: **Apr 01, 2026**

PIN:

Billing Period: **Apr 01 - Apr 30, 2026**

Hi ENCORE COMMUNITY DEVELOPMENT,

Thank-you for choosing Frontier, a Verizon Company. Have questions about your bill? Visit us at frontier.com/billing to learn more.

Total balance
\$466.57
 due
Apr 27

Bill history

Previous balance	\$955.33
Payment received by Apr 01, thank you	-\$955.33

Service summary

	Previous month	Current month
Bundle	\$391.85	\$391.85
Other	\$4.50	\$4.50
One-Time Charges	\$21.01	↓\$0.00
Taxes and Fees	\$70.81	↓\$70.22
Total services	\$488.17	\$466.57
Total balance		\$466.57

Manage your account, payments, and services anytime, anywhere with the MyFrontier app. Download your free app today. To learn more visit frontier.com/myfrontierapp

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 DY RP 01 04022026 NNNNNY 01 002431 0010

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

Total balance
\$ 466.57

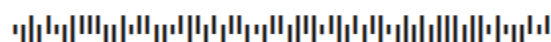
Due by
Apr 27

Account number
813-223-7101-092412-5

Amount enclosed
\$ _____

Mail payment to:

FRONTIER
PO BOX 740407
CINCINNATI, OH 45274-0407



50900381322371010924120000000000000000466575



ENCORE COMMUNITY Account Number:
DEVELOPMENT 813-223-7101-092412-5

Billing Date:
Apr 01, 2026

Billing Period:
Apr 01 – Apr 30, 2026

WAYS TO PAY YOUR BILL



Easy, simple, secure payments with Auto Pay at frontier.com/autopay



Download the MyFrontier® app



For help: Customer Service at frontier.com/helpcenter, chat at 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.

SERVICE TERMS

Visit frontier.com/terms, 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). **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.



Don't let an unexpected outage stop your business. Get Frontier Internet Backup to keep your critical systems running. Visit: business.frontier.com/internet-backup

Bundle		
Monthly Charges		
04.01-04.30	FiberOptic Internet for Business 25/25	\$145.98
	Solutions Bundle Discount	-\$22.00
	Valued Customer Fiber 500 Upgrade	\$0.00
	Solutions Bundle Line	\$116.00
	Additional Line Unlimited	\$109.00
(2)	Federal Primary Carrier Multi Line Charge	\$29.98
	Carrier Cost Recovery Surcharge	\$13.99
	Frontier Roadwork Recovery Surcharge	\$4.50
(2)	Multi-Line Federal Subscriber Line Charge	\$18.40
(2)	Access Recovery Charge Multi-Line Business	\$6.00
	Additional Line Discount	-\$30.00
Bundle Total		\$391.85

Other Charges		
Monthly Charges		
04.01-04.30	Printed Bill Fee	\$4.50
Other Charges Total		\$4.50

Taxes and Fees		
	FCA Long Distance - Federal USF Surcharge	\$23.68
	Federal USF Recovery Charge	\$9.02
	Federal Excise Tax	\$0.88
Federal Taxes		\$33.58
	Tampa Utility Tax	\$16.79
	FL State Communications Services Tax	\$13.68
	FL State Gross Receipts Tax	\$4.84
(2)	Hillsborough County 911 Surcharge	\$0.80
	FL State Gross Receipts Tax	\$0.37
(2)	FL Telecommunications Relay Service	\$0.16
State Taxes		\$36.64
Taxes and Fees Total		\$70.22

Total current month charges \$466.57

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 \$316.09 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.

Beginning with your next bill, your Business Line (standalone or part of a bundle) will increase to \$96.00 per month, per line.

Customer Proprietary Network Information (CPNI) Notice - CPNI is information made available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information. The protection of your information is important to us, and you have a right, and we have a duty, under federal law, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Frontier and its Verizon affiliates offer a full range of services, such as television, telematics, high-speed Internet, video, wireless and local and long distance services. Visit frontier.com or verizon.com for more information on our services.

If you don't want your CPNI used for the marketing purposes described above, please notify us by calling us any time at 1-877-213-1556 or visit frontier.com/cpni.

Unless you notify us in one of these ways, we may use your CPNI as described above beginning 30 days after the first time we notify you of this CPNI policy. Your choice will remain valid until you notify us that you wish to change your selection. Your decision about use of your CPNI will not affect the provision of any services you currently have with us.





ENCORE COMMUNITY DEVELOPMENT Account Number: **813-223-7101-092412-5**

Billing Date:
Apr 01, 2026

Billing Period:
Apr 01 - Apr 30, 2026

Account Activity

8132237101

Qty	Description	Order number	Effective date	Charge
	Additional Line Discount		2026-04-01	-\$30.00
	Solutions Bundle Discount		2026-04-01	-\$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



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
19265	03/16/2026	\$1,100.00	On completion	

DESCRIPTION	QTY	RATE	AMOUNT
- Repaired (2) streetlights	1	500.00	500.00
- We discovered all streetlights surrounding Modera have been rewired to the building power and no longer work with other streetlights			
- Electrical meter still has not been installed at the electrical service located on 1008 N Nebraska Ave. This is an ongoing issue and the reason why light poles on E Harrison St are not operational.			
Completed light functionality test on 3/13	1	600.00	600.00

BALANCE DUE

\$1,100.00

Encore CDD / Rizzetta & Company
 3434 Colwell Ave Suite 200
 Tampa, FL 33614

Invoice #: 00042340

Date: 4/3/2026

Page: 1

DATE	DESCRIPTION	AMOUNT
	5 Agenda booklets 94 color copies, 60 Black & white copies 13 Tabs and coil bound with clear front and white Back	\$235.00
	UPS	\$18.50

Terms Net 30 Days.
 Payment not received within thirty days of date billed will result in an additional charge of 1.5% per month and in addition, the customer is responsible for costs of collection including reasonable attorneys fees incurred in the collection process.

Sales Tax:	\$0.00
Total Amount:	\$253.50
Amount Applied:	\$0.00
Balance Due:	\$253.50

Terms: Net 10

Greg Woodcock
 Project Manager Assistant
 Encore Community Development District
 3434 Colwell Avenue
 Suite 200
 Tampa, FL 33614

April 09, 2026
 Invoice No: 45319

Project R-01590FL25.01 Encore Community Development District - 2025 Chilled Water Rate Study
Professional Services from March 01, 2026 to March 31, 2026

Professional Personnel

	Hours	Rate	Amount	
Vice-President				
Courtney, Steven	2.25	375.00	843.75	
Consultant				
Harrell, Jackson	18.50	230.00	4,255.00	
Totals	20.75		5,098.75	
Total Professional Fees				5,098.75

Project Expenses

Project Reimbursable Expenses			655.80	
			655.80	655.80
				Total this Invoice
				\$5,754.55

	Current	Prior	Total	Received	A/R Balance
Billings to Date	5,754.55	46,641.25	52,395.80	46,641.25	5,754.55

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

Invoice

Date	Invoice #
4/2/2026	INV0000108030

Bill To:

ENCORE CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

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

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,497.66	\$1,497.66
Administrative Services	1.00	\$410.33	\$410.33
Landscape Consulting Services	1.00	\$1,000.00	\$1,000.00
Management Services	1.00	\$2,581.83	\$2,581.83
Website Compliance & Management	1.00	\$110.00	\$110.00
Subtotal			\$5,599.82
Total			\$5,599.82



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

Native Nursery Hours:
Mon - Fri: 8:00 - 4:00
Sat: By Appointment

Invoice
15836
3/31/2026

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
8	03/06 Cleanup Session Hillsborough County Sales Tax Collection	58.00 7.50%	464.00 0.00

Please mail payments to: 13841 Hwy 92 E, Dover, FL 33527
VENMO: @Marion-Springer
Credit or debit card payments: Email Admin@SpringerEnvironmental.com
and request a link to pay.

Total	\$464.00
--------------	-----------------



INVOICE

Invoice Number	2541964
Invoice Date	March 27, 2026
Purchase Order	238202247
Customer Number	183039
Project Number	238202247

Bill To

Encore Community
Development District
PO Box 32414
Charlotte, NC 28232
United States

Alternative Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID 11-2167170

Project Description: Encore Community Development District.

Stantec Project Manager: Woodcock, Greg
Current Invoice Due: \$2,676.50
Bill Through Date: March 6, 2026

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

Billing Backup - Roster

Date	Project	Task	Expnd Type	Employee/Supplier	Quantity	Bill Rate	Bill Amount	Comment
2026-02-13	238202247	2026 FY	Direct - Regular	WOODCOCK, BRAYDON	3.50	144.00	504.00	LOT 5 REVIEW AND MEETING
Total employee: WOODCOCK, BRAYDON					3.50		\$504.00	
2026-02-11	238202247	2026 FY	Direct - Regular	WOODCOCK, GREGORY (GREG)	3.00	200.00	600.00	CALL WITH RAFTELIS. CALL WITH SARAH S REGARDING ERP PROPOSAL. CALL WITH RACHEL REGARDING MEETING AGENDA. CHILLER RATE STUDY CORRESPONDENCE WITH RAFTELIS. PREPARE FOR MODERA SITE REVIEW FRIDAY.
2026-02-12	238202247	2026 FY	Direct - Regular	WOODCOCK, GREGORY (GREG)	3.00	200.00	600.00	PREPARE FOR AND ATTEND CDD MEETING.
2026-02-13	238202247	2026 FY	Direct - Regular	WOODCOCK, GREGORY (GREG)	3.50	200.00	700.00	PREPARE FOR AND ATTEND ONSITE MEETINGS AT MODERA TO REVIEW STREETLIGHTS AND CDD INFRASTRUCTURE.
2026-02-17	238202247	2026 FY	Direct - Regular	WOODCOCK, GREGORY (GREG)	0.50	200.00	100.00	SIGN AGREEMENT FOR LOT 13 ERP. COORDINATE WITH STAFF REGARDING SCHEDULE AND PROJECT SET UP.
2026-03-05	238202247	2026 FY	Direct - Regular	WOODCOCK, GREGORY (GREG)	0.50	200.00	100.00	ATTEND CHILLER RATE STUDY REVIEW MEETING.
Total employee: WOODCOCK, GREGORY (GREG)					10.50		\$2,100.00	
Total Labor:					14.00		\$2,604.00	
Total Professional Services					14.00		\$2,604.00	
2026-02-12	238202247	2026 FY	Direct - Vehicle (mileage)	WOODCOCK, GREGORY (GREG)	72.50	1.00	72.50	ENCORE CDD MEETING
Total Direct - Vehicle (mileage)					72.50		\$72.50	
Total Disbursements					72.50		\$72.50	
Total subTask 2026 FY					86.50		\$2,676.50	
Total Top Task 2026 FY					86.50		\$2,676.50	
Total Project					86.50		\$2,676.50	



Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

Invoice

Invoice Number **315927934**

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 30384-6469

Invoice Date	06-MAR-2026
Customer No.	958479
Reference No.	3117815
Internal Account	4205244
Payment Terms	NET 45
Payment Due Date	20-Apr-2026
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

<https://www.tranetechnologies.com/customer>

CERTifyTax - for submittal of tax exemption certificates.

iReceivables - access invoice copies, account balances & make payments.

1322819961

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	30416.67	0.00	0.00	0.00	30416.67

Special Instructions MASTER CONTRACT #3117815

Contract/Call No.	Order Date	Ship Date	Purchase Order
3117815		06-MAR-2026	BILL JOHNSON-GRIFFIN

Line	Description	Quantity	UOM	Unit Price	Extended Price
1	ENCORE COMMUNITY DEVELOPMENT D Line Note: Contract Type is BAS Select Maintenance; Billing Frequency is MONTHLY; Billing Period Begins on 03/01/2026	1			
2	ENCORE COMMUNITY DEVELOPMENT D Line Note: Contract Type is Intelligent Services; Billing Frequency is MONTHLY; Billing Period Begins on 03/01/2026	1			
3	ENCORE COMMUNITY DEVELOPMENT D Line Note: Contract Type is Select Maintenance; Billing Frequency is MONTHLY; Billing Period Begins on 03/01/2026	1			
4	ENCORE COMMUNITY DEVELOPMENT D Line Note: Contract Type is BAS Monitoring Services; Billing Frequency is MONTHLY; Billing Period Begins on 03/01/2026	1			



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

Statement Date: April 07, 2026

Amount Due: \$48.56

Due Date: April 28, 2026
Account #: 211006275344

DO NOT PAY. Your account will be drafted on April 28, 2026

Account Summary

Current Service Period: March 03, 2026 - March 31, 2026	
Previous Amount Due	\$53.69
Payment(s) Received Since Last Statement	-\$53.69
Current Month's Charges	\$48.56
Amount Due by April 28, 2026	\$48.56

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

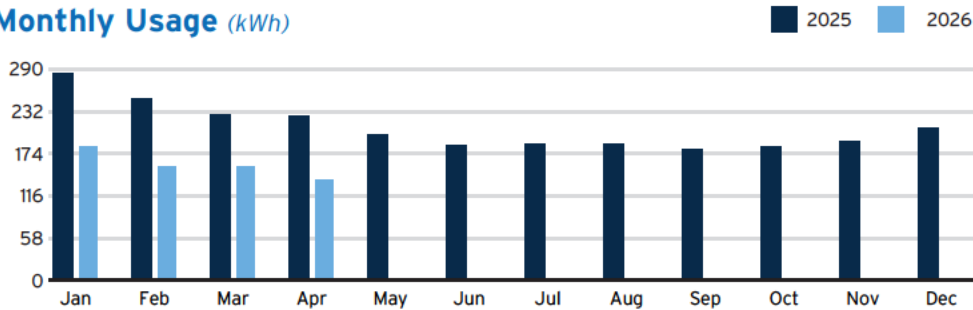
Your Energy Insight

Your average daily kWh used was **28.57% 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

Savings made simple

Log in or create an online account to get personalized energy insights and recommendations to help lower your bill.

TECOaccount.com



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

Account #: 211006275344
Due Date: April 28, 2026

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 to enroll now.

Amount Due:	\$48.56
Payment Amount:	\$ _____

646446260859

Your account will be drafted on April 28, 2026

ENCORE COMMUNITY DEVELOPMENT
P.O. BOX 32414
CHARLOTTE, NC 28232-2414

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: April 07, 2026
Charges Due: April 28, 2026

Meter Read

Meter Location: # A

Service Period: Mar 03, 2026 - Mar 31, 2026

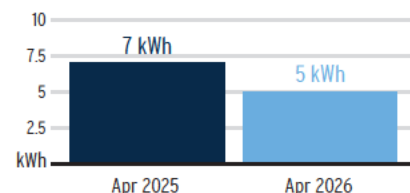
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000291871	03/31/2026	46,308	46,170	138 kWh	1	29 Days

Charge Details

Electric Charges		
Daily Basic Service Charge	29 days @ \$0.66000	\$19.14
Energy Charge	138 kWh @ \$0.09202/kWh	\$12.70
Fuel Charge	138 kWh @ \$0.03516/kWh	\$4.85
Storm Protection Charge	138 kWh @ \$0.00568/kWh	\$0.78
Clean Energy Transition Mechanism	138 kWh @ \$0.00418/kWh	\$0.58
Storm Surcharge	138 kWh @ \$0.02121/kWh	\$2.93
Florida Gross Receipt Tax		\$1.05
Electric Service Cost		\$42.03
Franchise Fee		\$2.75
State Tax		\$3.78
Total Electric Cost, Local Fees and Taxes		\$48.56

Avg kWh Used Per Day



Total Current Month's Charges \$48.56

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill

- Bank Draft**
Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- In-Person**
Find list of Payment Agents at 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. 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
- 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: April 07, 2026

Amount Due: \$98.64

Due Date: April 28, 2026

Account #: 211006275609

DO NOT PAY. Your account will be drafted on April 28, 2026

Account Summary

Current Service Period: March 03, 2026 - March 31, 2026	
Previous Amount Due	\$109.21
Payment(s) Received Since Last Statement	-\$109.21
Current Month's Charges	\$98.64
Amount Due by April 28, 2026	\$98.64

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

Your Energy Insight

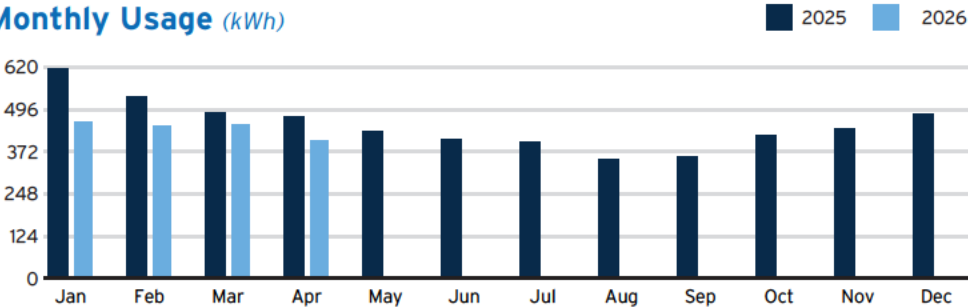
Your average daily kWh used was **6.67% lower** than the same period last year.

Your average daily kWh used was **6.67% lower** 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



Log in or create an online account to get personalized energy insights and recommendations to help lower your bill.

TECOaccount.com



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

Account #: 211006275609

Due Date: April 28, 2026

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 to enroll now.

Amount Due: \$98.64

Payment Amount: \$ _____

646446260860

Your account will be drafted on April 28, 2026

ENCORE COMMUNITY DEVELOPMENT
 P.O. BOX 32414
 CHARLOTTE, NC 28232-2414

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: April 07, 2026
Charges Due: April 28, 2026

Meter Read

Meter Location: # B

Service Period: Mar 03, 2026 - Mar 31, 2026

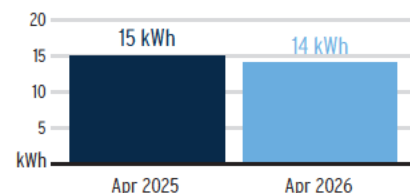
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000291870	03/31/2026	61,673	61,268	405 kWh	1	29 Days

Charge Details

Electric Charges		
Daily Basic Service Charge	29 days @ \$0.66000	\$19.14
Energy Charge	405 kWh @ \$0.09202/kWh	\$37.27
Fuel Charge	405 kWh @ \$0.03516/kWh	\$14.24
Storm Protection Charge	405 kWh @ \$0.00568/kWh	\$2.30
Clean Energy Transition Mechanism	405 kWh @ \$0.00418/kWh	\$1.69
Storm Surcharge	405 kWh @ \$0.02121/kWh	\$8.59
Florida Gross Receipt Tax		\$2.13
Electric Service Cost		\$85.36
Franchise Fee		\$5.59
State Tax		\$7.69
Total Electric Cost, Local Fees and Taxes		\$98.64

Avg kWh Used Per Day



Total Current Month's Charges \$98.64

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill

- Bank Draft**
Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- In-Person**
Find list of Payment Agents at 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. 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
- 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: April 07, 2026

Amount Due: \$66.20

Due Date: April 28, 2026

Account #: 211006276102

DO NOT PAY. Your account will be drafted on April 28, 2026

Account Summary

Current Service Period: March 03, 2026 - March 31, 2026	
Previous Amount Due	\$72.46
Payment(s) Received Since Last Statement	-\$72.46
Current Month's Charges	\$66.20
Amount Due by April 28, 2026	\$66.20

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

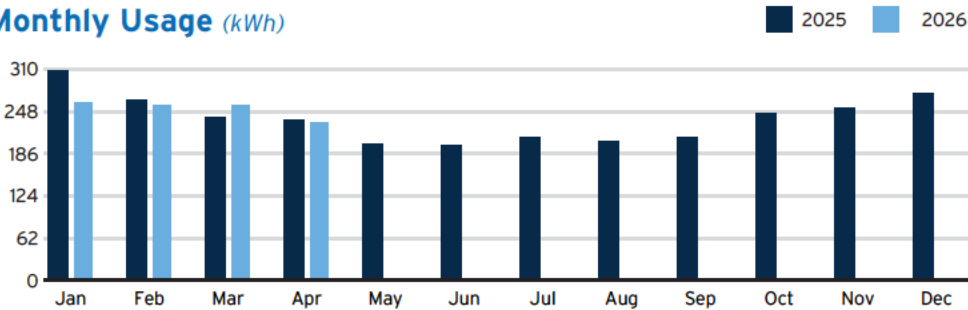
Your Energy Insight

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

Your average daily kWh used was **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

Savings made simple

Log in or create an online account to get personalized energy insights and recommendations to help lower your bill.

TECOaccount.com



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

Account #: 211006276102

Due Date: April 28, 2026

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 to enroll now.

Amount Due: \$66.20

Payment Amount: \$ _____

646446260861

Your account will be drafted on April 28, 2026

ENCORE COMMUNITY DEVELOPMENT
P.O. BOX 32414
CHARLOTTE, NC 28232-2414

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: April 07, 2026
Charges Due: April 28, 2026

Meter Read

Service Period: Mar 03, 2026 - Mar 31, 2026

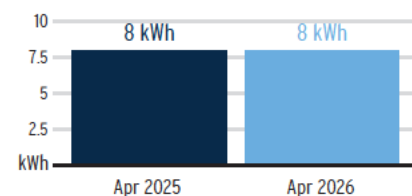
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000744075	03/31/2026	53,548		53,316		232 kWh	1	29 Days

Charge Details

Electric Charges		
Daily Basic Service Charge	29 days @ \$0.66000	\$19.14
Energy Charge	232 kWh @ \$0.09202/kWh	\$21.35
Fuel Charge	232 kWh @ \$0.03516/kWh	\$8.16
Storm Protection Charge	232 kWh @ \$0.00568/kWh	\$1.32
Clean Energy Transition Mechanism	232 kWh @ \$0.00418/kWh	\$0.97
Storm Surcharge	232 kWh @ \$0.02121/kWh	\$4.92
Florida Gross Receipt Tax		\$1.43
Electric Service Cost		\$57.29
Franchise Fee		\$3.75
State Tax		\$5.16
Total Electric Cost, Local Fees and Taxes		\$66.20

Avg kWh Used Per Day



Total Current Month's Charges \$66.20

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill

- Bank Draft**
Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- In-Person**
Find list of Payment Agents at 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. 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
- 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
1261 SCOTT ST E
TAMPA, FL 33602-0000

Statement Date: April 07, 2026

Amount Due: \$39.38

Due Date: April 28, 2026

Account #: 211006276375

DO NOT PAY. Your account will be drafted on April 28, 2026

Account Summary

Current Service Period: March 03, 2026 - March 31, 2026	
Previous Amount Due	\$43.17
Payment(s) Received Since Last Statement	-\$43.17
Current Month's Charges	\$39.38
Amount Due by April 28, 2026	\$39.38

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

Your Energy Insight

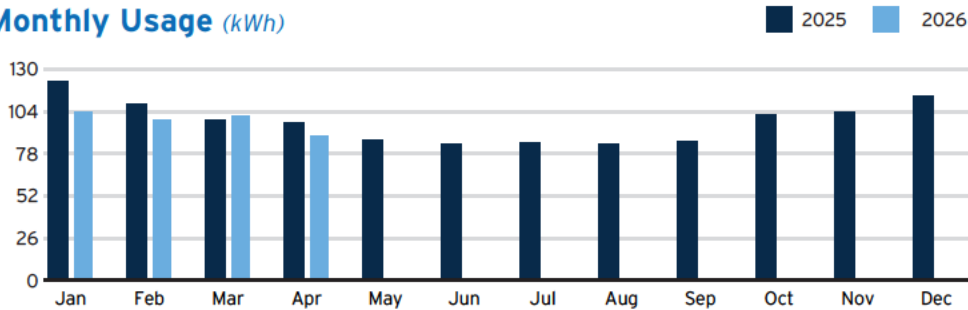
Your average daily kWh used was **0% higher** than the same period last year.

Your average daily kWh used was **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



Log in or create an online account to get personalized energy insights and recommendations to help lower your bill.

TECOaccount.com



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

Account #: 211006276375

Due Date: April 28, 2026

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 to enroll now.

Amount Due: \$39.38

Payment Amount: \$ _____

646446260862

Your account will be drafted on April 28, 2026

ENCORE COMMUNITY DEVELOPMENT
P.O. BOX 32414
CHARLOTTE, NC 28232-2414

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: April 07, 2026
Charges Due: April 28, 2026

Meter Read

Service Period: Mar 03, 2026 - Mar 31, 2026

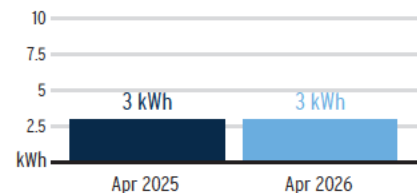
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000744074	03/31/2026	25,402	25,313	89 kWh	1	29 Days

Charge Details

Electric Charges		
Daily Basic Service Charge	29 days @ \$0.66000	\$19.14
Energy Charge	89 kWh @ \$0.09202/kWh	\$8.19
Fuel Charge	89 kWh @ \$0.03516/kWh	\$3.13
Storm Protection Charge	89 kWh @ \$0.00568/kWh	\$0.51
Clean Energy Transition Mechanism	89 kWh @ \$0.00418/kWh	\$0.37
Storm Surcharge	89 kWh @ \$0.02121/kWh	\$1.89
Florida Gross Receipt Tax		\$0.85
Electric Service Cost		\$34.08
Franchise Fee		\$2.23
State Tax		\$3.07
Total Electric Cost, Local Fees and Taxes		\$39.38

Avg kWh Used Per Day



Total Current Month's Charges \$39.38

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill

- Bank Draft**
Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- In-Person**
Find list of Payment Agents at 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. 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
- 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
1261 SCOTT ST E
TAMPA, FL 33602-0000

Statement Date: April 07, 2026

Amount Due: \$63.94

Due Date: April 28, 2026

Account #: 211006276698

DO NOT PAY. Your account will be drafted on April 28, 2026


Account Summary

Current Service Period: March 03, 2026 - March 31, 2026	
Previous Amount Due	\$62.50
Payment(s) Received Since Last Statement	-\$62.50
Current Month's Charges	\$63.94
Amount Due by April 28, 2026	\$63.94

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

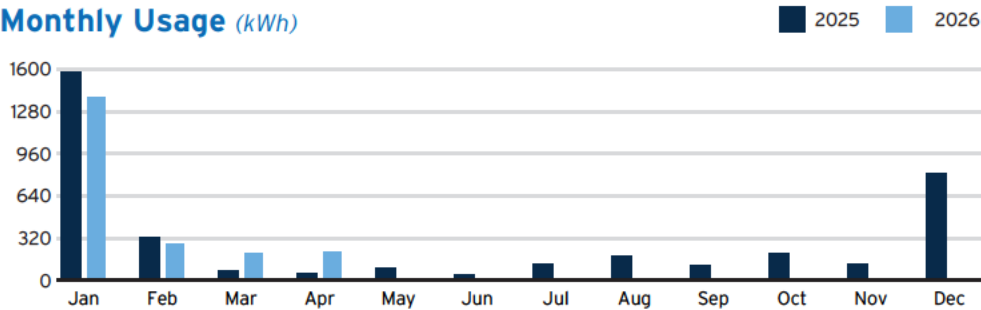
Your Energy Insight

- Your average daily kWh used was **300% higher** than the same period last year.
- Your average daily kWh used was **14.29% 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



Log in or create an online account to get personalized energy insights and recommendations to help lower your bill.

TECOaccount.com



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

Account #: 211006276698

Due Date: April 28, 2026

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 to enroll now.

Amount Due:	\$63.94
Payment Amount:	\$ _____

646446260863

Your account will be drafted on April 28, 2026

ENCORE COMMUNITY DEVELOPMENT
P.O. BOX 32414
CHARLOTTE, NC 28232-2414

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: April 07, 2026
Charges Due: April 28, 2026

Meter Read

Service Period: Mar 03, 2026 - Mar 31, 2026

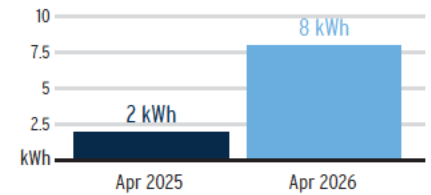
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000799340	03/31/2026	15,935	15,715	220 kWh	1	29 Days

Charge Details

⚡ Electric Charges		
Daily Basic Service Charge	29 days @ \$0.66000	\$19.14
Energy Charge	220 kWh @ \$0.09202/kWh	\$20.24
Fuel Charge	220 kWh @ \$0.03516/kWh	\$7.74
Storm Protection Charge	220 kWh @ \$0.00568/kWh	\$1.25
Clean Energy Transition Mechanism	220 kWh @ \$0.00418/kWh	\$0.92
Storm Surcharge	220 kWh @ \$0.02121/kWh	\$4.67
Florida Gross Receipt Tax		\$1.38
Electric Service Cost		\$55.34
Franchise Fee		\$3.62
State Tax		\$4.98
Total Electric Cost, Local Fees and Taxes		\$63.94

Avg kWh Used Per Day



Total Current Month's Charges \$63.94

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill

- Bank Draft**
Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- In-Person**
Find list of Payment Agents at 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. 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
- 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
 1200 NEBRASKA AVE N
 TAMPA, FL 33602-0000

Statement Date: April 07, 2026

Amount Due:	\$231.99
Due Date: April 28, 2026	
Account #: 211006277001	

DO NOT PAY. Your account will be drafted on April 28, 2026

Account Summary

Current Service Period: March 03, 2026 - March 31, 2026	
Previous Amount Due	\$111.83
Payment(s) Received Since Last Statement	-\$111.83
Current Month's Charges	\$231.99
Amount Due by April 28, 2026	\$231.99

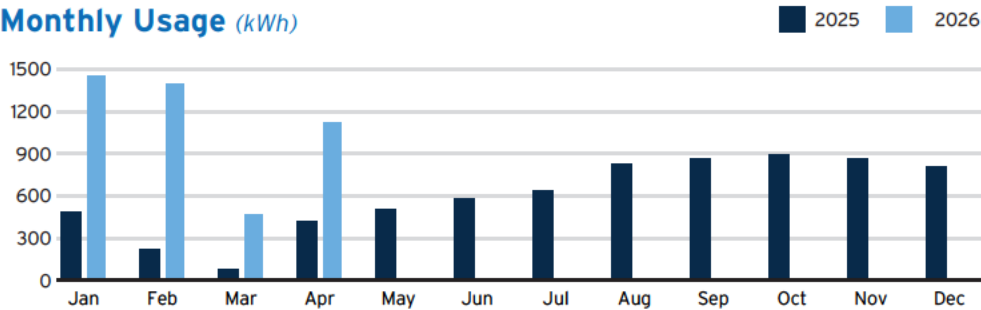
Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Your Energy Insight

- Your average daily kWh used was **192.31% higher** than the same period last year.
- Your average daily kWh used was **153.33% 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

Savings made simple

Log in or create an online account to get personalized energy insights and recommendations to help lower your bill.

TECOaccount.com



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

Account #: 211006277001
Due Date: April 28, 2026

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 to enroll now.

Amount Due:	\$231.99
Payment Amount:	\$ _____

646446260864

Your account will be drafted on April 28, 2026

ENCORE COMMUNITY DEVELOPMENT
 P.O. BOX 32414
 CHARLOTTE, NC 28232-2414

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: April 07, 2026
Charges Due: April 28, 2026

Meter Read

Service Period: Mar 03, 2026 - Mar 31, 2026

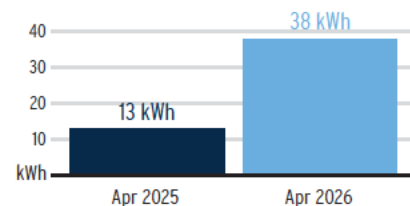
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000812515	03/31/2026	47,337		46,221		1,116 kWh	1	29 Days

Charge Details

Electric Charges		
Daily Basic Service Charge	29 days @ \$0.66000	\$19.14
Energy Charge	1,116 kWh @ \$0.09202/kWh	\$102.69
Fuel Charge	1,116 kWh @ \$0.03516/kWh	\$39.24
Storm Protection Charge	1,116 kWh @ \$0.00568/kWh	\$6.34
Clean Energy Transition Mechanism	1,116 kWh @ \$0.00418/kWh	\$4.66
Storm Surcharge	1,116 kWh @ \$0.02121/kWh	\$23.67
Florida Gross Receipt Tax		\$5.02
Electric Service Cost		\$200.76
Franchise Fee		\$13.15
State Tax		\$18.08
Total Electric Cost, Local Fees and Taxes		\$231.99

Avg kWh Used Per Day



Total Current Month's Charges \$231.99

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill

- Bank Draft**
Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- In-Person**
Find list of Payment Agents at 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. 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
- 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:
1200 NEBRASKA AVE N
TAMPA, FL 33602-0000

Account #: 211006277308
Statement Date: March 10, 2026
Charges Due: March 31, 2026

Meter Read

Service Period: Feb 04, 2026 - Mar 04, 2026

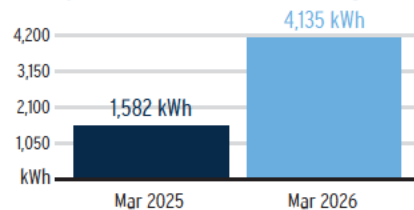
Rate Schedule: General Service Demand -Time of Day

Meter Number	Read Date	Total Used	Billing Demand	Billing Period
C12781	03/04/2026	119,901 kWh	922 kW	29 Days

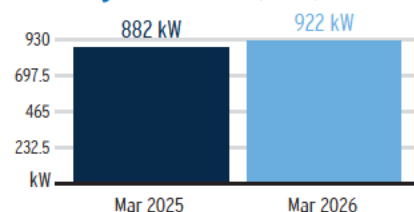
Charge Details

Electric Charges		
Daily Basic Service Charge	29 days @ \$1.12000	\$32.48
Billing Demand Charge	922 kW @ \$6.73000/kW	\$6,205.06
Peak Demand Charge	237 kW @ \$12.34000/kW	\$2,924.58
Energy Charge - On Peak	5,191 kWh @ \$0.01322/kWh	\$68.63
Energy Charge - Off Peak	114,710 kWh @ \$0.00633/kWh	\$726.11
Fuel Charge		
On-Peak	5,191 kWh @ \$0.03822/kWh	\$198.40
Off-Peak	114,710 kWh @ \$0.03376/kWh	\$3,872.61
Capacity Charge	922 kW @ \$0.72000/kW	\$663.84
Storm Protection Charge	922 kW @ \$2.02000/kW	\$1,862.44
Energy Conservation Charge	922 kW @ \$0.79000/kW	\$728.38
Environmental Cost Recovery	119,901 kWh @ \$0.00072/kWh	\$86.33
Clean Energy Transition Mechanism	922 kW @ \$1.15000/kW	\$1,060.30
Storm Surcharge	119,901 kWh @ \$0.01035/kWh	\$1,240.98
Florida Gross Receipt Tax		\$504.36
Electric Service Cost		\$20,174.50
Franchise Fee		\$1,321.43
State Tax		\$1,568.97
Total Electric Cost, Local Fees and Taxes		\$23,064.90

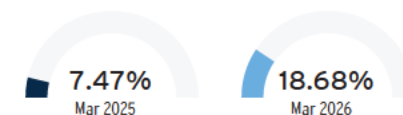
Avg kWh Used Per Day



Billing Demand (kW)



Load Factor



Decreasing the proportion of your electricity utilized at peak will improve your load factor.

Total Current Month's Charges **\$23,064.90**

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill

- Bank Draft**
Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- In-Person**
Find list of Payment Agents at 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. 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
- 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
1200 NEBRASKA AVE N
TAMPA, FL 33602-0000

Statement Date: April 07, 2026

Amount Due: \$119.09

Due Date: April 28, 2026

Account #: 211006277597

DO NOT PAY. Your account will be drafted on April 28, 2026

Account Summary

Current Service Period: March 03, 2026 - March 31, 2026	
Previous Amount Due	\$133.60
Payment(s) Received Since Last Statement	-\$133.60
Current Month's Charges	\$119.09
Amount Due by April 28, 2026	\$119.09

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

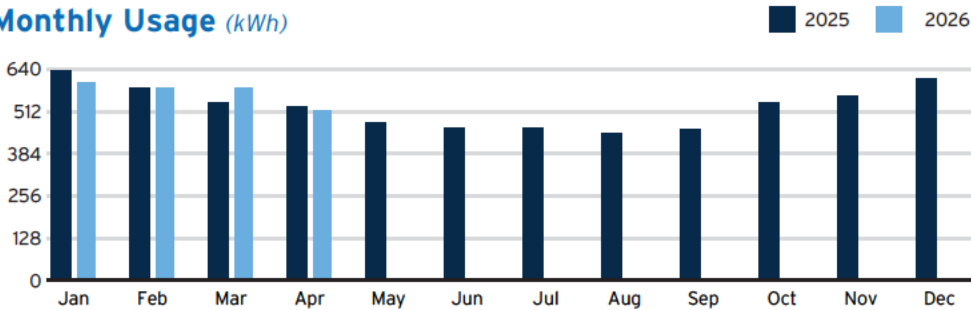
Your Energy Insight

Your average daily kWh used was **5.88% higher** than the same period last year.

Your average daily kWh used was **5.26% lower** 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



Log in or create an online account to get personalized energy insights and recommendations to help lower your bill.

TECOaccount.com



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

Account #: 211006277597

Due Date: April 28, 2026

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 to enroll now.

Amount Due: \$119.09

Payment Amount: \$ _____

646446260865

Your account will be drafted on April 28, 2026

ENCORE COMMUNITY DEVELOPMENT
P.O. BOX 32414
CHARLOTTE, NC 28232-2414

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: April 07, 2026
Charges Due: April 28, 2026

Meter Read

Service Period: Mar 03, 2026 - Mar 31, 2026

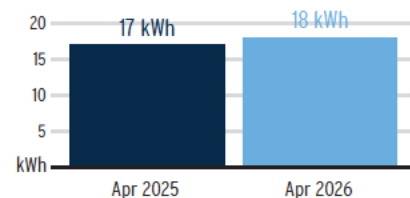
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000291902	03/31/2026	14,695	14,181	514 kWh	1	29 Days

Charge Details

Electric Charges		
Daily Basic Service Charge	29 days @ \$0.66000	\$19.14
Energy Charge	514 kWh @ \$0.09202/kWh	\$47.30
Fuel Charge	514 kWh @ \$0.03516/kWh	\$18.07
Storm Protection Charge	514 kWh @ \$0.00568/kWh	\$2.92
Clean Energy Transition Mechanism	514 kWh @ \$0.00418/kWh	\$2.15
Storm Surcharge	514 kWh @ \$0.02121/kWh	\$10.90
Florida Gross Receipt Tax		\$2.58
Electric Service Cost		\$103.06
Franchise Fee		\$6.75
State Tax		\$9.28
Total Electric Cost, Local Fees and Taxes		\$119.09

Avg kWh Used Per Day



Total Current Month's Charges \$119.09

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill

- Bank Draft**
Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- In-Person**
Find list of Payment Agents at 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. 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
- 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
 1200 NEBRASKA AVE N
 TAMPA, FL 33602-0000

Statement Date: March 10, 2026

Amount Due: \$23,064.90

Due Date: March 31, 2026

Account #: 211006277308

DO NOT PAY. Your account will be drafted on March 31, 2026

Account Summary


Current Service Period: February 04, 2026 - March 04, 2026	
Previous Amount Due	\$18,292.39
Payment(s) Received Since Last Statement	-\$18,292.39
Current Month's Charges	\$23,064.90
Amount Due by March 31, 2026	\$23,064.90

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

Your Energy Insight

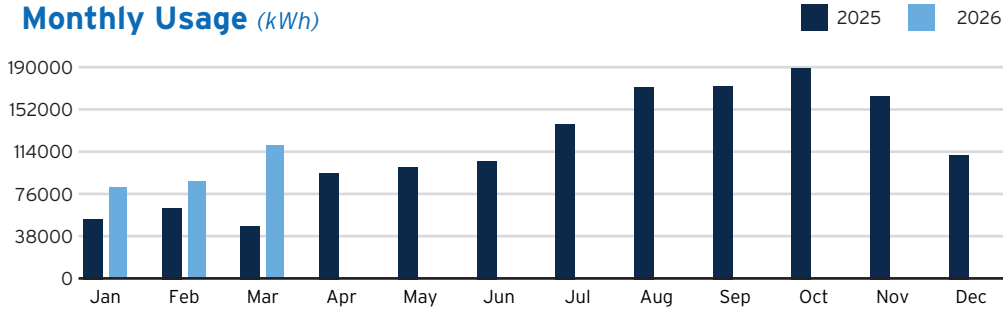
Your average daily kWh used was **161.38% higher** than the same period last year.

Your peak billing demand was **4.54% 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



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

Account #: 211006277308

Due Date: March 31, 2026

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 to enroll now.

Amount Due: \$23,064.90

Payment Amount: \$ _____

632866068159

Your account will be drafted on March 31, 2026

ENCORE COMMUNITY DEVELOPMENT
 P.O. BOX 32414
 CHARLOTTE, NC 28232-2414

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 #: 211006277308
Statement Date: March 10, 2026
Charges Due: March 31, 2026

Meter Read

Service Period: Feb 04, 2026 - Mar 04, 2026

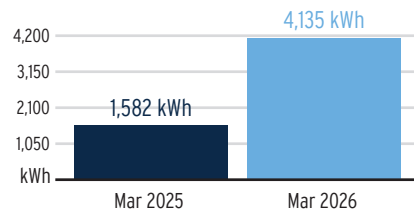
Rate Schedule: General Service Demand -Time of Day

Meter Number	Read Date	Total Used	Billing Demand	Billing Period
C12781	03/04/2026	119,901 kWh	922 kW	29 Days

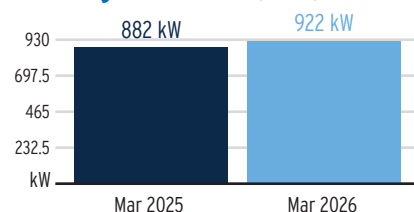
Charge Details

Electric Charges		
Daily Basic Service Charge	29 days @ \$1.12000	\$32.48
Billing Demand Charge	922 kW @ \$6.73000/kW	\$6,205.06
Peak Demand Charge	237 kW @ \$12.34000/kW	\$2,924.58
Energy Charge - On Peak	5,191 kWh @ \$0.01322/kWh	\$68.63
Energy Charge - Off Peak	114,710 kWh @ \$0.00633/kWh	\$726.11
Fuel Charge		
On-Peak	5,191 kWh @ \$0.03822/kWh	\$198.40
Off-Peak	114,710 kWh @ \$0.03376/kWh	\$3,872.61
Capacity Charge	922 kW @ \$0.72000/kW	\$663.84
Storm Protection Charge	922 kW @ \$2.02000/kW	\$1,862.44
Energy Conservation Charge	922 kW @ \$0.79000/kW	\$728.38
Environmental Cost Recovery	119,901 kWh @ \$0.00072/kWh	\$86.33
Clean Energy Transition Mechanism	922 kW @ \$1.15000/kW	\$1,060.30
Storm Surcharge	119,901 kWh @ \$0.01035/kWh	\$1,240.98
Florida Gross Receipt Tax		\$504.36
Electric Service Cost		\$20,174.50
Franchise Fee		\$1,321.43
State Tax		\$1,568.97
Total Electric Cost, Local Fees and Taxes		\$23,064.90

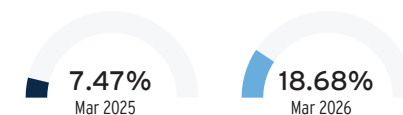
Avg kWh Used Per Day



Billing Demand (kW)



Load Factor



Decreasing the proportion of your electricity utilized at peak will improve your load factor.

Total Current Month's Charges **\$23,064.90**

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill

- Bank Draft**
Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- In-Person**
Find list of Payment Agents at 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. 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
- 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:
1200 NEBRASKA AVE N
TAMPA, FL 33602-0000

Account #: 211006277308
Statement Date: March 10, 2026
Charges Due: March 31, 2026

Important Messages

About Your Usage Data. Your energy consumption is measured using complex electronic metering equipment. Readings from the meter face are not utilized for billing. If you need additional information on your billing data, call **866-832-6249**.

Storm Surcharge Ends in September, Lowering Electric Costs

In September, the temporary storm surcharge will come off your bill. Most businesses are expected to see costs decrease by approximately 1 to 12%, depending on usage. The charge was put in place after the 2024 hurricane season, one of the most severe in our history. Restoration costs totaled approximately \$464 million and were spread over time to help reduce bill impacts. We know a year of elevated energy costs has added pressure, particularly during warmer weather when usage rises, and we're committed to ending this temporary charge in September as scheduled. For tools and options to help manage energy costs in the meantime, please visit **TampaElectric.com/BizSave**.



ENCORE COMMUNITY DEVELOPMENT
1004 N NEBRASKA AVE, C
TAMPA, FL 33602-3041

Statement Date: April 07, 2026

Amount Due: \$20,385.61

Due Date: April 28, 2026
Account #: 211006278348

DO NOT PAY. Your account will be drafted on April 28, 2026

Account Summary

Current Service Period: March 03, 2026 - March 31, 2026	
Previous Amount Due	\$12,122.07
Payment(s) Received Since Last Statement	-\$12,122.07
Current Month's Charges	\$20,385.61
Amount Due by April 28, 2026	\$20,385.61

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

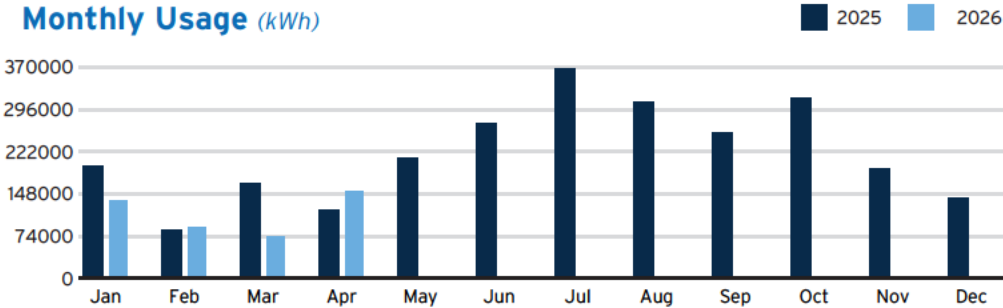
Your Energy Insight

Your average daily kWh used was **37.31% higher** than the same period last year.

Your peak billing demand was **11.73% 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



Log in or create an online account to get personalized energy insights and recommendations to help lower your bill.
TECOaccount.com



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

Account #: 211006278348
Due Date: April 28, 2026

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 to enroll now.

Amount Due: \$20,385.61

Payment Amount: \$ _____

646446260866

Your account will be drafted on April 28, 2026

ENCORE COMMUNITY DEVELOPMENT
P.O. BOX 32414
CHARLOTTE, NC 28232-2414

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: April 07, 2026
Charges Due: April 28, 2026

Meter Read

Service Period: Mar 03, 2026 - Mar 31, 2026

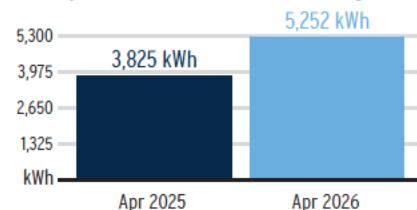
Rate Schedule: General Service Demand -Time of Day

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
2000000851	03/31/2026	36	24	1,920 kWh	160.0000	29 Days
2000000851	03/31/2026	1,763	811	152,320 kWh	160.0000	29 Days
2000000851	03/31/2026	1.25	0	199.52 kW	160.0000	29 Days
2000000851	03/31/2026	3.87	0	618.56 kW	160.0000	29 Days

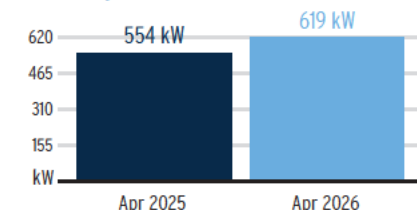
Charge Details

Electric Charges		
Daily Basic Service Charge	29 days @ \$1.12000	\$32.48
Billing Demand Charge	619 kW @ \$6.73000/kW	\$4,165.87
Peak Demand Charge	200 kW @ \$12.34000/kW	\$2,468.00
Energy Charge - On Peak	1,920 kWh @ \$0.01322/kWh	\$25.38
Energy Charge - Off Peak	150,400 kWh @ \$0.00633/kWh	\$952.03
Fuel Charge		
On-Peak	1,920 kWh @ \$0.03822/kWh	\$73.38
Off-Peak	150,400 kWh @ \$0.03376/kWh	\$5,077.50
Capacity Charge	619 kW @ \$0.72000/kW	\$445.68
Storm Protection Charge	619 kW @ \$2.02000/kW	\$1,250.38
Energy Conservation Charge	619 kW @ \$0.79000/kW	\$489.01
Environmental Cost Recovery	152,320 kWh @ \$0.00072/kWh	\$109.67
Clean Energy Transition Mechanism	619 kW @ \$1.15000/kW	\$711.85
Storm Surcharge	152,320 kWh @ \$0.01035/kWh	\$1,576.51

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

Ways To Pay Your Bill

- Bank Draft**
Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- In-Person**
Find list of Payment Agents at 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. 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
- 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: April 07, 2026
Charges Due: April 28, 2026

Charge Details *Continued...*

Florida Gross Receipt Tax	\$445.58
Electric Service Cost	\$17,823.32
Franchise Fee	\$1,167.43
State Tax	\$1,394.86
Total Electric Cost, Local Fees and Taxes	\$20,385.61

Total Current Month's Charges \$20,385.61

Load Factor



Decreasing the proportion of your electricity utilized at peak will improve your load factor.



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

Statement Date: April 07, 2026

Amount Due: \$27.56

Due Date: April 28, 2026

Account #: 221007736350

DO NOT PAY. Your account will be drafted on April 28, 2026

Account Summary

Current Service Period: March 03, 2026 - March 31, 2026	
Previous Amount Due	\$30.45
Payment(s) Received Since Last Statement	-\$30.45
Current Month's Charges	\$27.56
Amount Due by April 28, 2026	\$27.56

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

Your Energy Insight

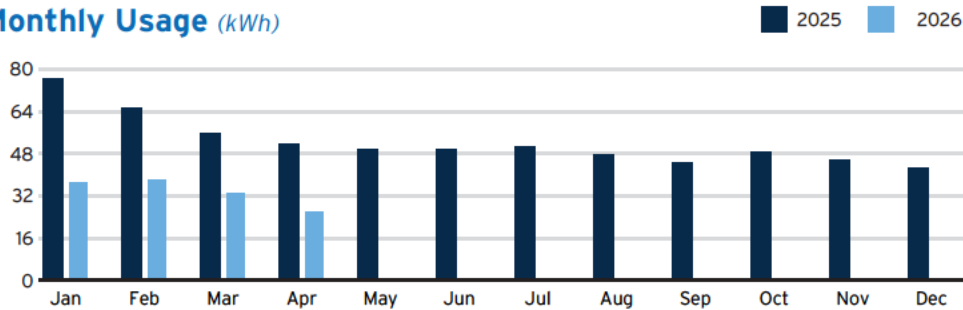
Your average daily kWh used was **55% lower** than the same period last year.

Your average daily kWh used was **10% lower** 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



Log in or create an online account to get personalized energy insights and recommendations to help lower your bill.

TECOaccount.com



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

Account #: 221007736350

Due Date: April 28, 2026

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 to enroll now.

Amount Due: \$27.56

Payment Amount: \$ _____

627927817516

Your account will be drafted on April 28, 2026

ENCORE COMMUNITY DEVELOPMENT
P.O. BOX 32414
CHARLOTTE, NC 28232-2414

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: April 07, 2026
Charges Due: April 28, 2026

Meter Read

Service Period: Mar 03, 2026 - Mar 31, 2026

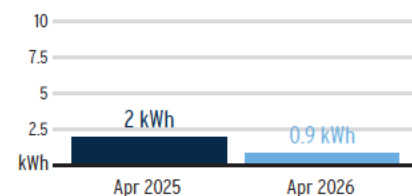
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000741569	03/31/2026	4,440		4,414		26 kWh	1	29 Days

Charge Details

Electric Charges		
Daily Basic Service Charge	29 days @ \$0.66000	\$19.14
Energy Charge	26 kWh @ \$0.09202/kWh	\$2.39
Fuel Charge	26 kWh @ \$0.03516/kWh	\$0.91
Storm Protection Charge	26 kWh @ \$0.00568/kWh	\$0.15
Clean Energy Transition Mechanism	26 kWh @ \$0.00418/kWh	\$0.11
Storm Surcharge	26 kWh @ \$0.02121/kWh	\$0.55
Florida Gross Receipt Tax		\$0.60
Electric Service Cost		\$23.85
Franchise Fee		\$1.56
State Tax		\$2.15
Total Electric Cost, Local Fees and Taxes		\$27.56

Avg kWh Used Per Day



Total Current Month's Charges \$27.56

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill

- Bank Draft**
Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- In-Person**
Find list of Payment Agents at 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. 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
- 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
1280 E HARRISON ST, O-B
TAMPA, FL 33602

Statement Date: April 06, 2026

Amount Due: \$55.94

Due Date: April 27, 2026
Account #: 221009630650

DO NOT PAY. Your account will be drafted on April 27, 2026

Account Summary

Current Service Period: February 28, 2026 - March 30, 2026	
Previous Amount Due	\$200.10
Payment(s) Received Since Last Statement	-\$200.10
Current Month's Charges	\$55.94
Amount Due by April 27, 2026	\$55.94

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

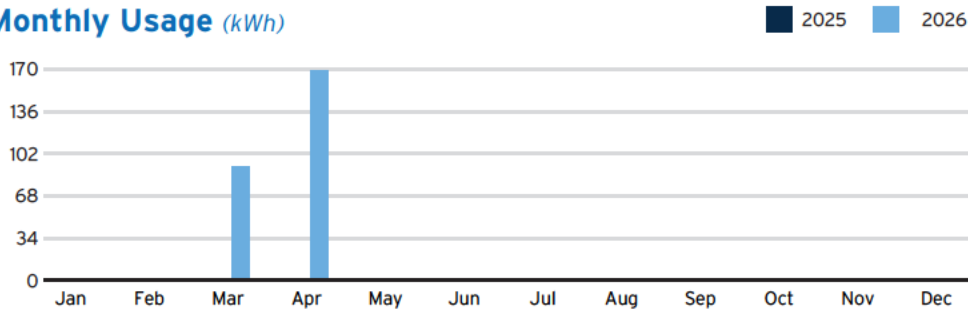


Your average daily kWh used was **0% higher** than it was in your previous period.



Scan here to view your account online.

Monthly Usage (kWh)



Log in or create an online account to get personalized energy insights and recommendations to help lower your bill.

TECOaccount.com

Learn about your newly redesigned bill and get deeper insights about your usage by visiting TECOaccount.com

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



Account #: 221009630650

Due Date: April 27, 2026



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 to enroll now.

Amount Due: \$55.94

Payment Amount: \$ _____

673606607080

Your account will be drafted on April 27, 2026

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:
 1280 E HARRISON ST
 O-B, TAMPA, FL 33602

Account #: 221009630650
Statement Date: April 06, 2026
Charges Due: April 27, 2026

Meter Read

Service Period: Feb 28, 2026 - Mar 30, 2026

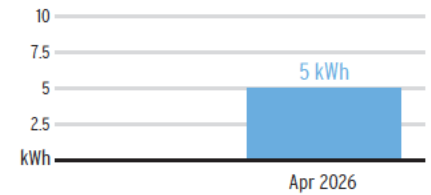
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000737720	03/30/2026	261		92		169 kWh	1	31 Days

Charge Details

Electric Charges		
Daily Basic Service Charge	31 days @ \$0.66000	\$20.46
Energy Charge	169 kWh @ \$0.09202/kWh	\$15.55
Fuel Charge	169 kWh @ \$0.03516/kWh	\$5.94
Storm Protection Charge	169 kWh @ \$0.00568/kWh	\$0.96
Clean Energy Transition Mechanism	169 kWh @ \$0.00418/kWh	\$0.71
Storm Surcharge	169 kWh @ \$0.02121/kWh	\$3.58
Florida Gross Receipt Tax		\$1.21
Electric Service Cost		\$48.41
Franchise Fee		\$3.17
State Tax		\$4.36
Total Electric Cost, Local Fees and Taxes		\$55.94

Avg kWh Used Per Day



Total Current Month's Charges \$55.94

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill

- 

Bank Draft
 Visit TECOaccount.com for free recurring or one time payments via checking or savings account.
- 

In-Person
 Find list of Payment Agents at 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. 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
- 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
 1237 E HARRISON ST
 TAMPA, FL 33602

Statement Date: March 10, 2026

Amount Due: \$10,695.76

Due Date: March 31, 2026

Account #: 221009277932

DO NOT PAY. Your account will be drafted on March 31, 2026

Account Summary


Current Service Period: February 04, 2026 - March 04, 2026	
Previous Amount Due	\$7,396.51
Payment(s) Received Since Last Statement	-\$7,396.51
Current Month's Charges	\$10,695.76
Amount Due by March 31, 2026	\$10,695.76

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

Your Energy Insight

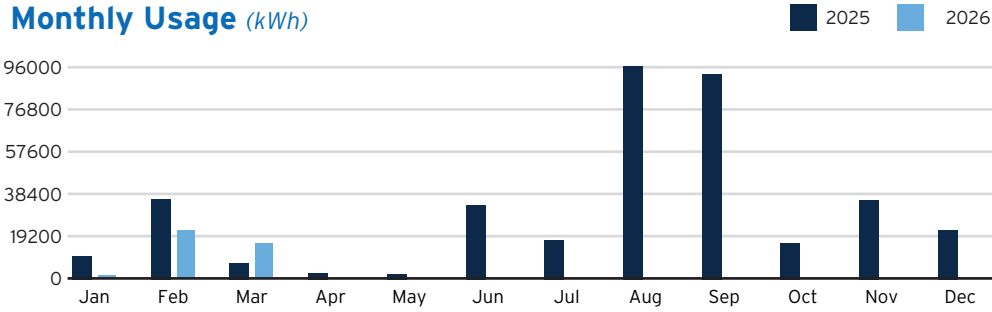
Your average daily kWh used was **163.81% higher** than the same period last year.

Your peak billing demand was **28.08% 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



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

Account #: 221009277932

Due Date: March 31, 2026

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 to enroll now.

Amount Due: \$10,695.76

Payment Amount: \$ _____

687186773268

Your account will be drafted on March 31, 2026

ENCORE COMMUNITY DEVELOPMENT
 P.O. BOX 32414
 CHARLOTTE, NC 28232-2414

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:
1237 E HARRISON ST
TAMPA, FL 33602

Account #: 221009277932
Statement Date: March 10, 2026
Charges Due: March 31, 2026

Meter Read

Meter Location: CHILLER

Service Period: Feb 04, 2026 - Mar 04, 2026

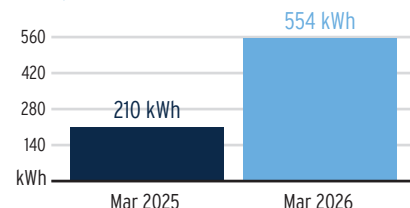
Rate Schedule: General Service Demand -Time of Day

Meter Number	Read Date	Total Used	Billing Demand	Billing Period
C31245	03/04/2026	16,057 kWh	447 kW	29 Days

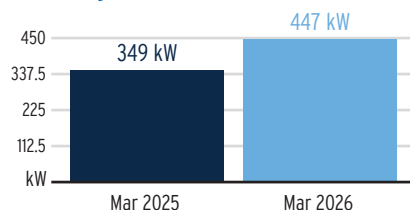
Charge Details

Electric Charges		
Daily Basic Service Charge	29 days @ \$1.12000	\$32.48
Billing Demand Charge	447 kW @ \$6.73000/kW	\$3,008.31
Peak Demand Charge	253 kW @ \$12.34000/kW	\$3,122.02
Energy Charge - On Peak	957 kWh @ \$0.01322/kWh	\$12.65
Energy Charge - Off Peak	15,100 kWh @ \$0.00633/kWh	\$95.58
Fuel Charge		
On-Peak	957 kWh @ \$0.03822/kWh	\$36.58
Off-Peak	15,100 kWh @ \$0.03376/kWh	\$509.78
Capacity Charge	447 kW @ \$0.72000/kW	\$321.84
Storm Protection Charge	447 kW @ \$2.02000/kW	\$902.94
Energy Conservation Charge	447 kW @ \$0.79000/kW	\$353.13
Environmental Cost Recovery	16,057 kWh @ \$0.00072/kWh	\$11.56
Clean Energy Transition Mechanism	447 kW @ \$1.15000/kW	\$514.05
Storm Surcharge	16,057 kWh @ \$0.01035/kWh	\$166.19
Florida Gross Receipt Tax		\$233.00
Electric Service Cost		\$9,320.11
Franchise Fee		\$610.47
State Tax		\$765.18
Total Electric Cost, Local Fees and Taxes		\$10,695.76

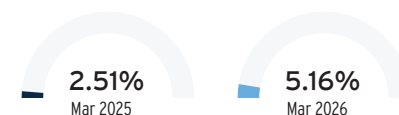
Avg kWh Used Per Day



Billing Demand (kW)



Load Factor



Decreasing the proportion of your electricity utilized at peak will improve your load factor.

Billing information continues on next page →

For more information about your bill and understanding your charges, please visit TampaElectric.com

Ways To Pay Your Bill



Bank Draft

Visit TECOaccount.com for free recurring or one time payments via checking or savings account.



In-Person

Find list of Payment Agents at 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. 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

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:
1237 E HARRISON ST
TAMPA, FL 33602

Account #: 221009277932
Statement Date: March 10, 2026
Charges Due: March 31, 2026

Charge Details *Continued...*

Total Current Month's Charges **\$10,695.76**

Important Messages

About Your Usage Data. Your energy consumption is measured using complex electronic metering equipment. Readings from the meter face are not utilized for billing. If you need additional information on your billing data, call **866-832-6249**.

Storm Surcharge Ends in September, Lowering Electric Costs

In September, the temporary storm surcharge will come off your bill. Most businesses are expected to see costs decrease by approximately 1 to 12%, depending on usage. The charge was put in place after the 2024 hurricane season, one of the most severe in our history. Restoration costs totaled approximately \$464 million and were spread over time to help reduce bill impacts. We know a year of elevated energy costs has added pressure, particularly during warmer weather when usage rises, and we're committed to ending this temporary charge in September as scheduled. For tools and options to help manage energy costs in the meantime, please visit **TampaElectric.com/BizSave**.

Business Observer

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

INVOICE

Legal Advertising

Invoice # 26-00964H

Date 03/27/2026

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 # 26-00964H Audit Committee and Regular Board of Supervisors Meeting RE: Encore CDD Meeting on 4/12/26 at 1:30 PM Published: 3/27/2026	\$70.00
---------------------------------------------------------------------------------------------------------------------------------------------------------------	---------

Important Message

Please include our Serial # on your check
Pay by credit card online:
<https://legals.businessobserverfl.com/send-payment/>

Paid	()
Total	\$70.00

Payment is due within 30 days of the 1st publication date of your notice. if payment is not made, affidavits may be held

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

INVOICE

Legal Advertising

ENCORE COMMUNITY DEVELOPMENT DISTRICT AUDIT COMMITTEE AND REGULAR BOARD OF SUPERVISORS MEETING

The Board of Supervisors (the "Board") of the Encore Community Development District (the "District") will hold an Audit Committee meeting on April 12, 2026, at 1:30 p.m. with the regular meeting of the Board of Supervisors at The Ella at Encore immediately following, located at 1210 Ray Charles Boulevard, Tampa, Florida 33602. The purpose of the meeting is to consider organizational matters related to the District and any other business which may properly come before it.

The meeting will be open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued in progress without additional published notice to a time, date and location stated on the record at the meeting.

A copy of the agenda may be obtained at the office of the District Manager, Rizzetta & Company, Inc., located at 2700 S. Falkenburg Road, Suite 2745, Riverview, Florida 33578 (813) 533-2950, during normal business hours.

Pursuant to provisions Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at (813) 533-2950, at least forty-eight (48) hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meetings is advised that this same 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 such appeal is to be based.

Encore Community Development District
Rachel Welborn, District Manager
March 27, 2026

26-00964H

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.

Serial Number
26-00964H

Business Observer

Published Weekly
Tampa, Hillsborough County, Florida

COUNTY OF HILLSBOROUGH

MAR 30 2026

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 Audit Committee and Regular Board of Supervisors Meeting

in the matter of Encore CDD Meeting on 4/12/26 at 1:30 PM

in the Court, was published in said newspaper by print in the

issues of 3/27/2026

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.

**ENCORE COMMUNITY DEVELOPMENT DISTRICT AUDIT COMMITTEE
AND REGULAR BOARD OF SUPERVISORS MEETING**

The Board of Supervisors (the "Board") of the Encore Community Development District (the "District") will hold an Audit Committee meeting on April 12, 2026, at 1:30 p.m. with the regular meeting of the Board of Supervisors at The Ella at Encore immediately following, located at 1210 Ray Charles Boulevard, Tampa, Florida 33602. The purpose of the meeting is to consider organizational matters related to the District and any other business which may properly come before it.

The meeting will be open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued in progress without additional published notice to a time, date and location stated on the record at the meeting.

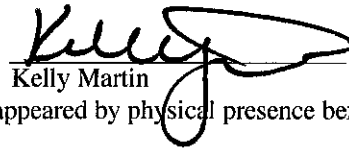
A copy of the agenda may be obtained at the office of the District Manager, Rizzetta & Company, Inc., located at 2700 S. Falkenburg Road, Suite 2745, Riverview, Florida 33578 (813) 533-2950, during normal business hours.

Pursuant to provisions Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at (813) 533-2950, at least forty-eight (48) hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meetings is advised that this same 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 such appeal is to be based.

Encore Community Development District
Rachel Welborn, District Manager
March 27, 2026

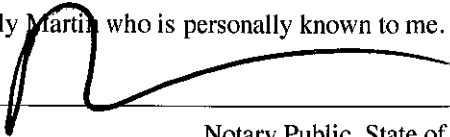
26-00964H


Kelly Martin

Sworn to and subscribed, and personally appeared by physical presence before me,

27th day of March, 2026 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

VOLT AIR

VoltAir Consulting Engineers, Inc.
 1211 N. Westshore Blvd
 Suite 600
 Tampa, FL 33607
 813.867.4899

Encore Community Development District
 3434 Colwell Avenue, Suite 200
 Tampa, FL 33614

Invoice number 01.25032-04
 Date 04/16/2026

Project **01.25032 ENCORE CDD CONTINUING MECHANICAL SERVICES**

For professional services through 04/16/2026.

Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
CONTINUING MECHANICAL SERVICES	30,000.00	9.66	2,896.66	2,750.66	146.00
Total	30,000.00	9.66	2,896.66	2,750.66	146.00

Continuing Mechanical Services

Professional Fees

	Date	Hours	Rate	Billed Amount
Bryan Zemina				
	03/30/2026	0.50	292.00	146.00
<i>Review of cooling tower leak repair proposal</i>				
	Subtotal	0.50		146.00
Continuing Mechanical Services subtotal				146.00

Invoice total **146.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
01.25032-04	04/16/2026	146.00	146.00				
	Total	146.00	146.00	0.00	0.00	0.00	0.00

Thank you,

Julius D. Davis
 President and CEO