



Rizzetta & Company

Encore Community Development District

Board of Supervisors' Meeting August 13, 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
EncoreCommunity
Development District**

August 6, 2026

FINAL AGENDA

Dear Board Members:

The Public Hearing and regular meeting of the Board of Supervisors of the Encore Community Development District will be held on **Thursday, August 13, 2026, at 1:30 p.m.** at The Ella at Encore, located at 1210 Ray Charles Blvd., Tampa, Florida 33602. The following is the 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. Community Asset Manager's Report Tab 2

C. Landscape Vendor Report

D. Springer Environmental

E. District Engineer

F. District Counsel

1. Review of the Revised Rules of Procedure (2026)..... Tab 3

G. Tampa Housing Authority Update

H. District Manager Report..... Tab 4

4. BUSINESS ITEMS

A. Public Hearing for Fiscal Year 2026/2027 Final Budget

1. Public Comments on the Fiscal Year 2026-2027 Final Budget

2. Consideration of Resolution 2026-10; Approving Fiscal Year
2026/2027 Final Budget..... Tab 5

B. Public Hearing for Levying Fiscal Year 2026/2027 O&M Assessments

1. Public Comments on Levying O&M Assessments

2. Consideration of Resolution 2026-11; Levying Fiscal Year
2026/2027 O&M Assessments Tab 6

C. Consideration of Resolution 2026-12; Setting Fiscal Year 2026/2027 Meeting Schedule Tab 7

D. Acceptance of the Fiscal Year 2025/2026 District Goals and Objectives Performance Measures and Standards Memorandum Tab 8

E. Acceptance of the Fiscal Year 2026/2027 District Goals and Objectives Performance Measures and Standards Memorandum Tab 9

5. BUSINESS ADMINISTRATION

A. Consideration of Minutes of the Board of Supervisors Meeting

Held on July 9, 2026 Tab 10

B. Consideration of Operations and Maintenance Expenditures for

June 2026 Tab 11

- C. Consideration of Chiller Fund Operations and Maintenance
 - Expenditures for June 2026 Tab 12
- D. Ratification of ADS Proposal for Paver Repairs No. 1289 Tab 13
- E. Acceptance of Fiscal Year 2025 Financial Audit Report Tab 14
- 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
District Manager

Tab 1

ENCORE IS Central Plant and Buildings Report

June 2026



TRANE
TECHNOLOGIES

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

Customer

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



SECTION 1: Key Performance Indicators

SECTION 2: CEP & Bldg. Heat Exchanger Performance

SECTION 3: Ice Generation and Usage

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 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)	706,173	658,545	593,054	2,514,511
Electrical Cost	\$120,268.25	\$112,273.30	\$91,089.10	\$457,741.99
Peak Demand Consumption (kW)	2,627	2,569	2,129	8,150
Peak Demand Cost	\$32,417.18	\$31,701.46	\$24,909.30	\$100,595.68
Demand Consumption (kW)	3,036	2,883	2,589	14,476
Demand Cost	\$20,432.28	\$19,402.59	\$16,517.82	\$97,423.48
Water Cost	\$4,903.79	\$3,200.56	\$8,378.72	\$15,131.93

CEP Key Performance Indicators (KPI) - Operational				
Performance Metric	Current Month	Previous Month	Previous Year	Year to Date
Plant Efficiency (kW/Ton) (Avg)	1.05	1.08	1.30	1.09
Cooling Degree Days	576	483	526	1731
Chilled Water Differential Temperature (F) (Avg)	12.3	11.9	11.5	9.9
Condenser Water Setpoint (F) (Avg)	81.1	79.7	81.1	73.9
Days Failed to Make Ice	4	11	12	24
Water Usage (x 1000 Gallons)	510	373	809	1688

Central Plant System Information

Average Values Unless Noted	System CHWR Temp	System CHWS Temp	System Delta T	System Flow	Total System Tons	Total System Ton/Hrs	CHW Differential Pressure	CHW Differential Setpoint	kWh	kW/Ton	Cooling Degree Days
2026											
Jan	45.3	38.2	7.1	739	690,906	172,727	9.1		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
May	51.7	39.8	11.9	1,679	2,437,999	609,500	15.5	15.8	658,545	1.08	483
Jun	51.9	39.6	12.3	1,750	2,702,900	675,725	17.2	17.4	706,173	1.05	576

- CEP total kWh consumption increased by 7.2%, Ton-Hour consumption increased by 10.9%, and total cooling degree days increased by 19.3% from May. The current month's Plant Loading of 47% was an increase of 15% from May. Building consumption increased between 6% and 13%.

Condenser Water	Average Supply Temp (°F)	Average Return Temp (°F)	Average Delta T (Δ°F)	Average Wet Bulb Adj Setpt
2026				
Jan	67.9	69.9	2.0	67.9
Feb	67.4	69.4	2.0	68.2
Mar	73.6	77.3	3.8	72.9
Apr	74.2	79.4	5.3	73.7
May	80.0	87.5	7.5	79.7
Jun	81.4	87.0	5.6	81.1

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	675,725	609,500	456,793	2,385,017
Navara Ton Hour Consumption	65,801	68,345	72,037	288,215
Legacy Ton Hour Consumption	58,165	53,192	56,480	230,838
Ella Ton Hour Consumption	43,439	39,519	40,761	150,977
Reed Ton Hour Consumption	61,732	58,150	80,664	286,244
Trio Ton Hour Consumption	47,312	41,728	43,621	175,778
Tempo Ton Hour Consumption	80,701	72,699	77,060	282,400
Modera Ton Hour Consumption	129,857	130,077	99,263	452,174
Harrison Ton Hour Consumption	85,215	150,009	0	235,224

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
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
May	51.9	41.8	10.1	221	10.0	273,965	59.2	54.8	4.5	26.7	28.0
Jun	51.6	42.5	9.1	208	11.3	256,534	61.9	57.5	4.4	23.7	25.2

Navara Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average Delta T	Average CHW Return Flow	Average CHW Setpoint	Total Bldg Tons	Average System CHW Diff Pressure	Average CHW Supply Pressure	Average CHW Return Pressure	Average Control Valve Signal	Average Control Valve Feedback
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
May	52.6	46.5	6.1	360	44	274,401	12.0	62.4	56.7	98.3	97.9
Jun	54.5	45.2	9.4	319	44	333,307	8.2	68.1	62.9	91.1	90.4

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
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
May	53.1	40.5	12.6	140	12.0	213,333	55.1	51.4	3.7	84.1	83.8
Jun	51.9	39.1	12.7	154	12.0	243,291	56.9	53.0	3.9	88.6	88.3

Legacy Bldg Side HX	Average Return Temp	Average Supply Temp	Average Delta T	Average Flow (GPM)	Total Tons	Average Control Valve Signal	Average Control Valve Feedback	Average CHW Supply Pressure	Average CHW Return Pressure	Average Water Press Dp
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
May	55.7	45.4	10.3	185	233,270	100.0	99.7	32.1	32.2	6.7
Jun	54.9	43.6	11.3	189	255,654	100.0	99.7	87.4	88.0	6.5

Ella – Plant and Building Side Heat Exchanger Information

Ella Plant Side HX	Average Return Temp	Average Supply Temp	Average Delta T	Average CHWR Flow	Plant Total Tons	Average Setpoint	Average Control Valve Signal	Average of Valve FB
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
May	48.3	41.5	6.8	200	161,599	12.0	21.4	22.7
Jun	47.4	40.4	6.9	211	181,315	12.0	20.1	21.0

Ella Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average Delta T	Average CHW Return Flow	Bldg Total Tons	Average CHW Setpoint	Average Control Valve Signal
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
May	57.3	45.1	12.2	166	251,794	42	0.0
Jun	57.8	46.0	11.8	67	95,590	44	7.0

Ella Building Side CHW Flow Meter not reading correctly, values are jumping around giving false readings.

Reed – Plant and Building Side Heat Exchanger Information

Reed Plant Side HX	Average Plant Return Temp	Average Plant Supply Temp	Average Plant Delta T	Average Plant CHWR Flow	Plant Total Tons	Average Plant Delta T Setpoint	Average Plant Control Valve	Average Control Valve Feedback
2026								
Jan	45.0	39.8	0.0	204	0	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
May	52.6	41.4	11.1	171	234,073	12	27.1	27.6
Jun	51.8	40.1	11.6	179	258,087	12	28.8	29.2

Reed Bldg Side HX	Average CHW Return Temp	Average CHW Supply Temp	Average Delta T	Average CHW Return Flow	Average CHW Setpoint	Total Bldg Tons	Average CHW Diff Pressure
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
May	57.7	43.7	13.9	180	44.0	310,567	11.7
Jun	56.6	42.5	14.1	215	44.0	365,118	14.5

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
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
May	53.2	41.5	11.7	12	119	167,262	26.1
Jun	52.1	40.2	11.9	12	136	197,888	27.4

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 (%)
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
May	54.9	42.5	12.4	190	291,426	14.5	14.5	2.1
Jun	55.6	40.9	14.7	186	326,051	10.0	10.0	3.4

Tempo – Plant and Building 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	Average Control Valve Signal
2026							
Jan	45.8	41.2	4.6	12.0	140	75,255	23.1
Feb	45.1	40.7	4.4	12.0	142	63,654	24.8
Mar	49.6	41.3	8.3	12.0	161	168,620	20.4
Apr	52.3	42.2	10.1	12.0	173	206,007	21.3
May	53.9	42.7	11.3	12.0	213	291,742	23.5
Jun	53.0	41.3	11.7	12.0	234	346,310	23.4

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)
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
May	55.2	45.5	9.7	291	351,550	10	10.0	42
Jun	54.7	44.3	10.4	312	388,162	10	10.0	42

Modera – Plant and Building 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
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
May	45.0	33.5	11.5	0	10.0	0	0.0	23.0
Jun	32.5	20.6	11.8	177	10.0	483,546	0.0	0.0

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
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
May	47.6	36.0	11.6	220	36	383,480	12.1
Jun	0.0	0.0	0.0	0	0	0	0.0

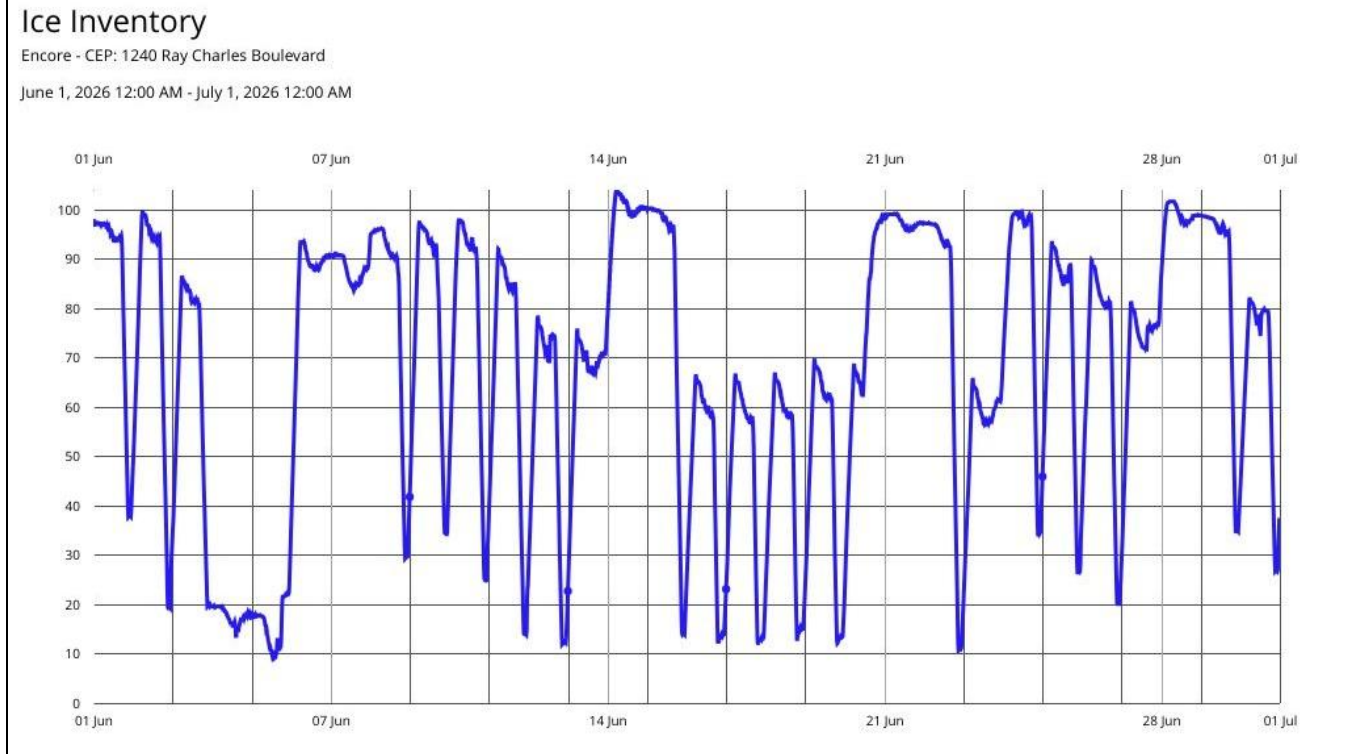
Harrison – Plant and Building Side Heat Exchanger Information

Harrison Plant Side HX1	Average Return Temp	Average Supply Temp	Average Delta T	Average Delta T Setpoint	Average CHWR Flow	Plant Tons	Average Control Valve Signal	Average Control Valve Feedback	Average Diff Pressure PSI
2026									
May	57.6	43.1	14.5	16	113	17,576	45.1	43.8	111.3
Jun	55.0	40.1	14.8	16	150	274,436	54.2	52.8	110.0

Harrison Plant Side HX2	Average Return Temp	Average Supply Temp	Average Delta T	Average Delta T Setpoint	Average CHWR Flow	Plant Tons	Average Control Valve Signal	Average Control Valve Feedback	Average Diff Pressure PSI
2026									
May	57.6	43.4	14.2	16	121	18,587	45.1	44.5	124.9
Jun	55.0	40.5	14.5	16	161	288,423	54.2	53.5	124.9

SECTION 3: Ice Generation and Usage

Ice Inventory June 2026



Ice Inventory - June 2026				
	This Period	Last Period	Year to Date	Comments
Days Failed to Make Ice	4	11	24	Ice calibration and testing in April
Minimum Ice Level	9	11	N/A	
Average Days on Ice	0.1	0.2	N/A	
Maximum Days on Ice	0.4	0.3	N/A	
Maximum Hours on Ice	9.8	6	N/A	

Glycol Heat Exchanger Performance

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
38.4	45.2	33.1	42.3	38.4	45.2	33.5	42.3	8.1	7.7	155	159	194
38.4	45.0	33.1	42.7	38.5	45.0	33.4	42.6	12.2	12.2	214	244	584
41.4	49.1	35.9	47.8	41.8	49.1	36.7	48.2	17.6	16.3	285	296	768
44.6	49.4	39.8	49.3	44.7	49.4	40.9	49.4	21.9	17.2	292	236	869
46.8	52.2	43.1	52.2	46.7	52.3	43.9	52.7	14.8	9.0	161	134	564
48.4	52.5	45.3	53.2	47.8	53.1	45.8	53.5	23.1	2.0	219	29	684



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

Sunday, June 7, 2026 7:33 AM EDT

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

Report Number: **677193**

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

On-Site Time: **12:00 PM EDT to 1:17 PM EDT**

Chiller Plant - Condenser Water

Test	Softeners	Condenser Water	New Softener	Closed Loop
Conductivity (as μmhos)	845 Record	3042 1000 - 5500	1147 1000 max	1320 Record
pH	7.82 6 - 8.5	8.70 Record	7.80 7.5 - 8	11.00 Record
Hardness, total (ppm as CaCO_3)	1 5 max	60 150 max	1 6 max	
On-Trac, ppb		90 80 min		
Controller Conductivity Reading		2970 Record		
Temperature ($^{\circ}\text{F}$)		78 80 - 100		
 Conductivity Cycles (Calculated)		3.6 4 - 10		
Nitrite (ppm as NO_2)				300 400 - 800

Opening Comment

Chemtex was on site to perform monthly testing for the cooling water system. While on site:

- 1) I calibrated the conductivity and PTSA (inhibitor) probes to ensure better control of the system
- 2) Added closed loop inhibitor to the loop and changed the filter bag.
- 3) The new softeners were producing soft water. This is much improved from last month.

Closing Signature

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

Best Regards,

Chris Long
Account Manager
clong@chemtexcorp.com
(863)500-0318

SECTION 5: Chiller Performance

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

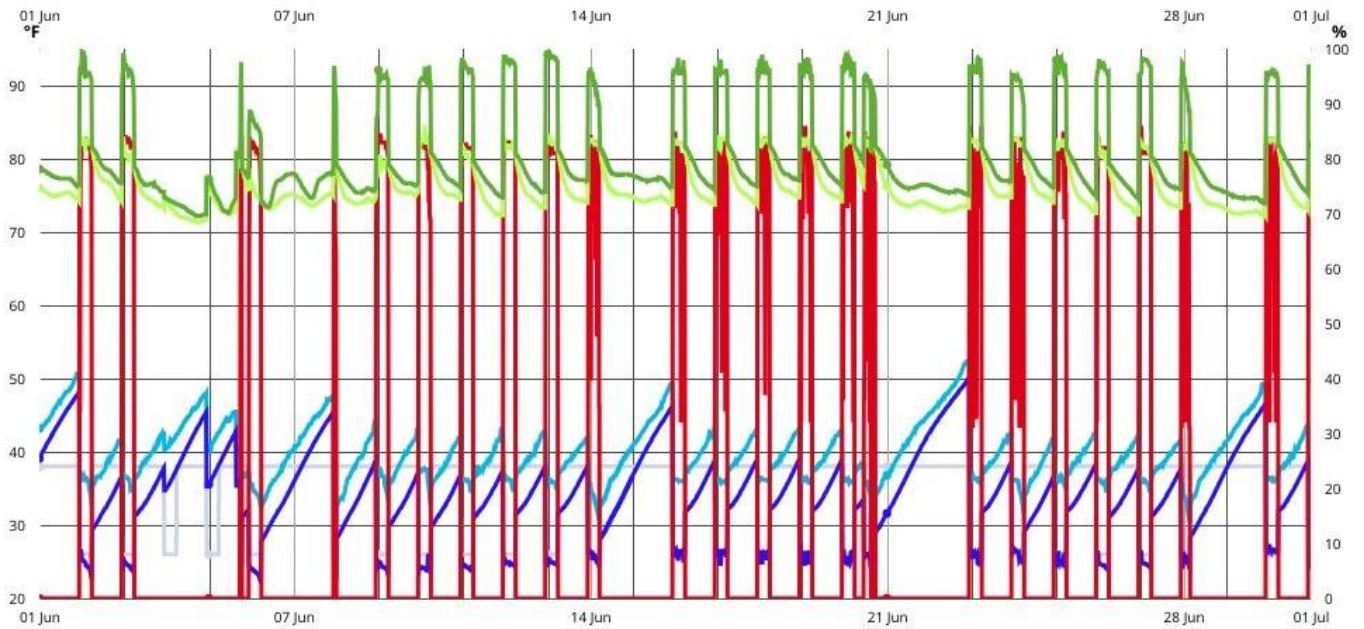
CH-1

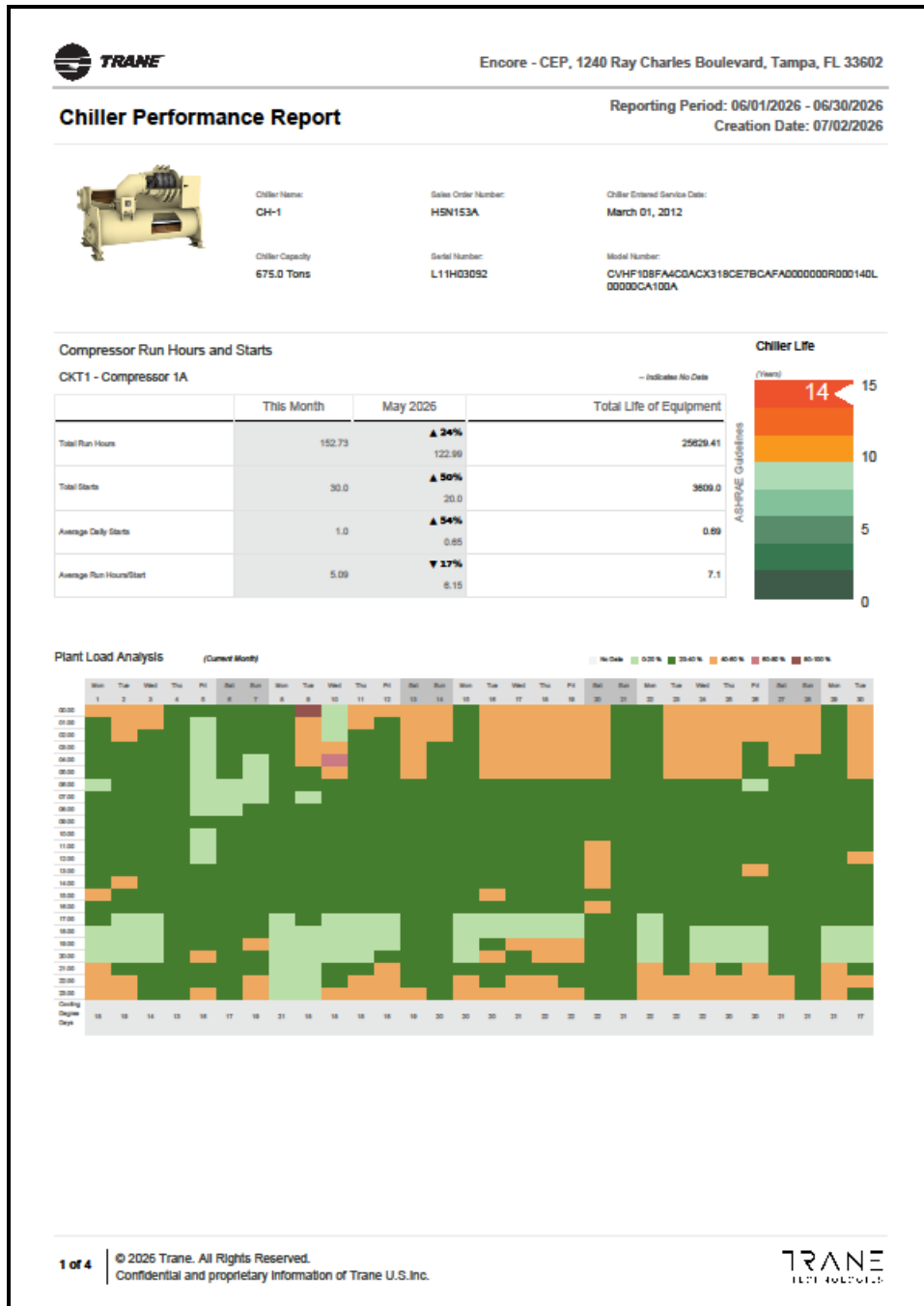
Encore - CEP: 1240 Ray Charles Boulevard

Chilled Water Temperature Control

June 1, 2026 12:00 AM - July 1, 2026 12:00 AM

- Chilled Water Temp Setpoint: Active
- Chilled Water Temp: Ent
- Chilled Water Temp: Lvg
- Cond Water Temp: Ent
- Cond Water Temp: Lvg
- Chiller Current Draw (%RLA)





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

Chiller #2 Performance

Trane Model # CVHF108, Serial # L15C01634

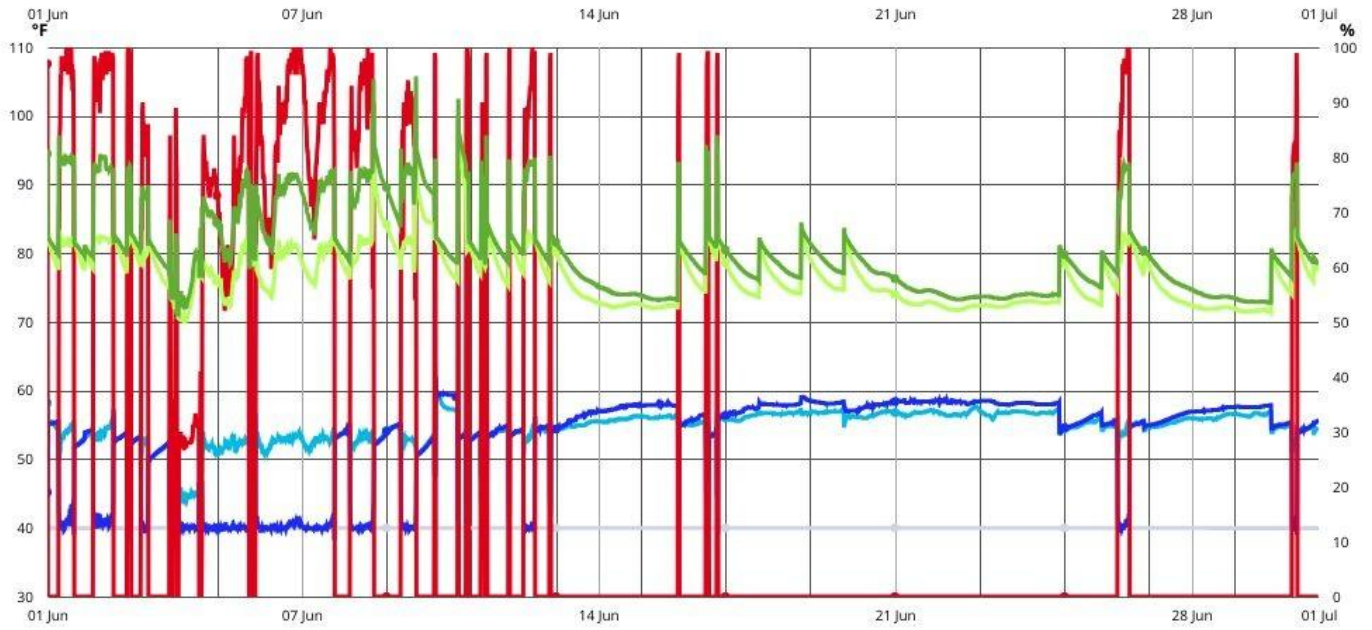
CH-2

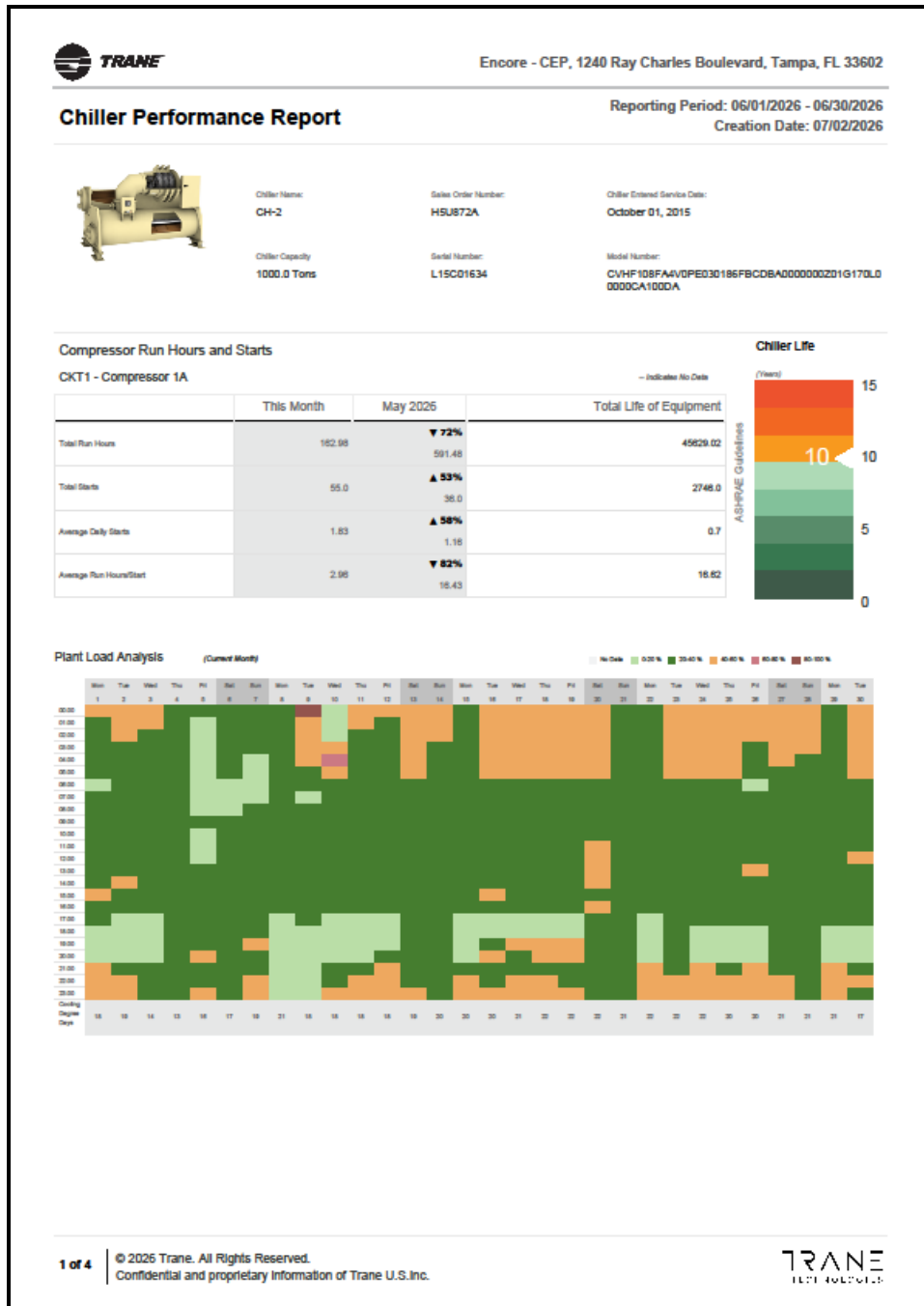
Encore - CEP: 1240 Ray Charles Boulevard

Chilled Water Temperature Control

June 1, 2026 12:00 AM - July 1, 2026 12:00 AM

- Chilled Water Temp Setpoint: Active
- Chilled Water Temp: Ent
- Chilled Water Temp: Lvg
- Cond Water Temp: Ent
- Cond Water Temp: Lvg
- Chiller Current Draw (%RLA)





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

Chiller #3 Performance

Trane Model # CDHF3000, Serial # L22L03369

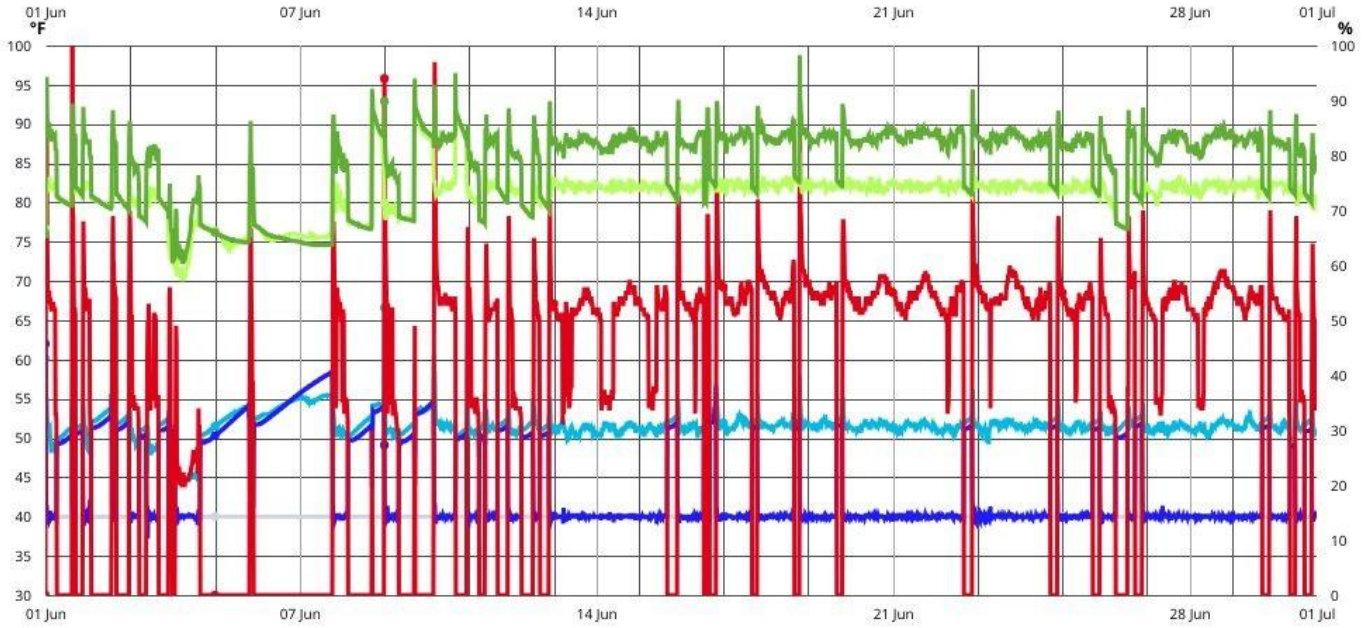
CH-3

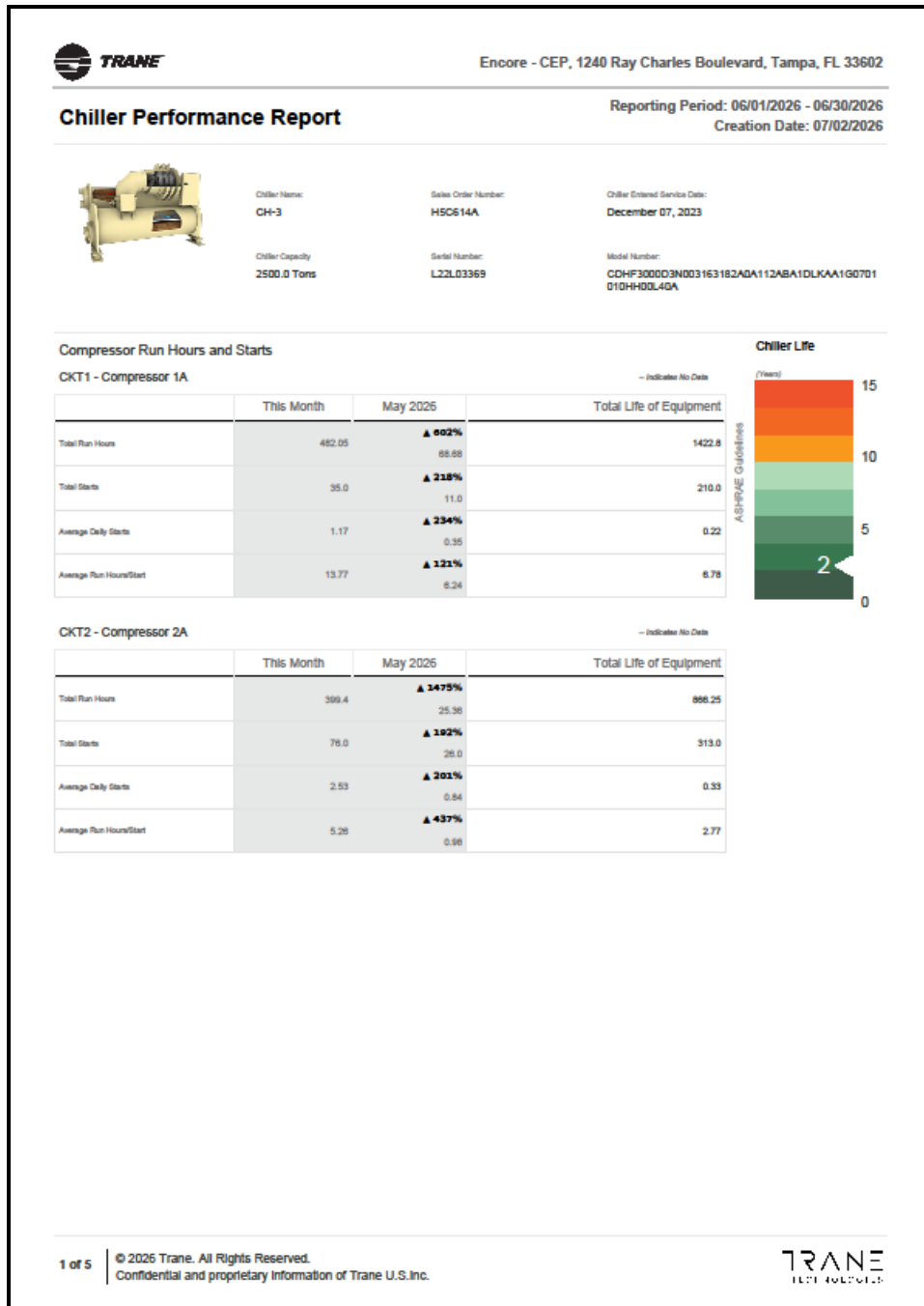
Encore - CEP: 1240 Ray Charles Boulevard

Chilled Water Temperature Control

June 1, 2026 12:00 AM - July 1, 2026 12:00 AM

- Chilled Water Temp Setpoint: Active
- Chilled Water Temp: Ent
- Chilled Water Temp: Lvg
- Cond Water Temp: Ent
- Cond Water Temp: Lvg
- Chiller Current Draw (%RLA)





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

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
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
May	2.7	93.6	0.2	-10.9	23.0	0.0	22.9	119.5	0.6	122
Jun	2.8	95.2	0.1	-10.8	24.1	0.0	22.8	120.4	0.0	154

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
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
May	3.6	92.6	3.2	-9.2	37.5	3.3	25.8	125.0	0.0	593
Jun	3.0	90.8	2.7	-9.2	37.3	3.2	25.9	124.2	0.0	164

Chiller #3 Refrigeration and Mechanical Performance

Chiller 3	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
Ckt 1										
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
May	14.7	85.0	0.9	5.4	39.8	0.4	23.2	108.4	0.0	69
Jun	15.8	88.6	1.1	5.8	42.5	-2.4	23.2	109.7	0.6	483

Chiller 3	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
Ckt 2										
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
May	14.6	82.7	-4.8	5.2	38.1	2.0	23.0	116.4	0.0	26
Jun	15.0	83.7	-4.5	5.2	38.0	2.0	22.5	115.2	0.6	401

SECTION 6: Maintenance, and Repair Status

Completed Maintenance & Repairs

Ella UC600 7/8/26	Tech: Josh Soderlund arrived on site to address issues with the unit. The unit was not operating as intended. UC600 sensors and values were in fault. Multiple sensors were reading incorrectly. Values from VFD feedback were incorrect. The UC600 showed problems from a previous power loss. Replaced the UC600 with truck stock. Installed a backup of the heat EX controller. Wired the new controller. The unit is still not operating as intended. No additional work needs to be quoted.
Ella Sensors 6/23 & 7/8/26	Tech: Javier Suris - Remote connect to the building SC and CEP SC-02. The sensor in question is reading the bldg side in the plant UC600. The sensor is out of range and needs to be replaced. The Bldg UC600 reads properly. Ordered Siemens temp sensors. Temporarily offset the temp sensors and fixed the sensors in the graphic.
Modera 6/13 thru 7/11/26	Tech: Javier Suris Connected to the SC. Verified connection to the internet via Peplink router. Installed the Plant UC600 and BTU meter. The SC is BBMD broadcast manager and it's not communicating with the other BBMD's. None of the BBMD's are not communicating with it either. Need further troubleshooting. Possibly resting all the BBMD SC's in the table per TS document. Added the SC to Trane Connect to have connectivity to the building this route. Worked on the graphic. Need to finish mapping points. Note: In the device list Routers and Bridges shows devices from the building. 6/14/2026: Updated firmware from v6.30 to v6.40. Setup service user. CH-1 had Evap water flow lost alarms. Changed GWP sequence. 7/11/2026: Work with Ed Wright troubleshooting the PepLink Cell Router. Reset the router. Had lights working on the device, but still no connection to the hub. I will contact Tech Support on Monday.
Glycol Pump 6 6/9/26	Tech: Steve Mullins arrived on site to address an issue with the GCHWP-6. Found the GCHWP-6 was not operating as intended. Identified Glycol water pump 6 was down. Inspected Glycol water pump 6. Removed covering and checked all fusing, circuit boards, and electrical components; found nothing out of the ordinary. Tested the motor, confirming normal 550 MΩ to ground and no shorted windings. Re-powered the drive. Checked hand operation; drive running in hand mode was normal. Verified drive and auto drive ramp normally, with amp and hertz commands concurrent and normal. The GCHWP-6 is now operating as intended. No additional work needs to be quoted.
Chiller 2 6/9/26	Tech: Steve Mullins arrived on site to address an issue with CH-2. Found CH-2 with a high motor current alarm. Reset the alarm. CH-2 started normally. After a short run time, CH-2 shut down and restarted, causing the water temperature to rise to 50 degrees. CH-2 is now operating as designed. The unit is operating as intended on departure. No additional work needs to be quoted.
Plant HX Temp Sensor 6/5 & 6/12/26	Tech: Javier Suris arrived on site to address an issue with the TEMPERATURE SENSORS. The unit was not operating as intended upon my arrival. On 6/5/2026, I replaced the HX plant ent. water temp sensor with a new TEMPERATURE SENSOR. I used a Belimoo1DT-5LL TEMPERATURE SENSOR (Johnstone L99-8006). The original sensor was ordered and was on back order from Johnstone. On 6/12/2026, I picked up the replacement part from the supplier. The unit is now operating as intended. No additional work needs to be quoted at this time.
Cooling Towers 5/2026	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.

Tab 2

ENCORE

Community Asset Management Report



July 15, 2026

Rizzetta & Company

Dylan Campbell – Community Asset Manager



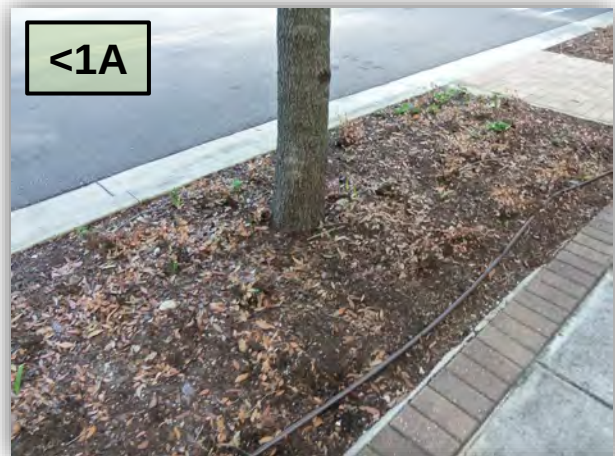
Rizzetta & Company
Professionals in Community Management

North Central Avenue, Vandalized Tree

- **General Turf Conditions:** During this inspection, it was reported by the landscape vendor that the community experienced a water outage earlier this month. Based on the widespread conditions observed, this interruption in irrigation is likely a significant contributing factor to the decline seen throughout the property's turf. A substantial portion of the community is exhibiting browning, stress, and localized turf dieback, with many previously healthy areas showing signs of drought-related decline. Until consistent irrigation has been restored and the turf has adequate time to recover, additional areas of stress may continue to become apparent. Many of the observations documented within this report should be considered in the context of this irrigation outage, and continued monitoring is recommended to distinguish temporary drought stress from issues requiring further corrective action.

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. **North Central Avenue:** The newly planted jasmine along the northeast roadway easement has declined significantly, likely due to the recent irrigation outage. In addition, weed presence was observed, to limit competition these should be removed. If recovery is not evident by the next inspection, replacement under warranty will be requested. **(Pics 1A> & 1B>)**



2. **Vandalized Tree:** The previously reported vandalism on the tree trunk in front of the church remains present. Recommend prompt removal to restore the tree's appearance and protect the bark. **(Pic 2)**



Chiller Park

3. **Chiller Park:** Instances of turf grass intrusion were observed within the park landscape beds. Recommend prompt treatment and removal to prevent further spread and maintain a clean landscape appearance. **(Pic 3)**



4. **Chiller Park:** Plantings within the park landscape beds are beginning to encroach onto the walking paths. Recommend cutting back all intrusive growth to maintain pedestrian clearance and a clean landscape appearance. **(Pic 4)**



General Turf Condition

General Turf Condition: Under normal circumstances, turf stress and decline are documented by specific location to better identify and track isolated issues throughout the property. However, due to the widespread nature of the conditions observed during this inspection, nearly all turf areas throughout the community exhibited varying degrees of browning, drought stress, and decline. As a result, the photographs below are intended to represent the overall condition of the property's turf rather than any single localized deficiency. These observations are believed to be largely associated with the recently reported irrigation outage and should be considered representative of the community as a whole at the time of this inspection.



Tab 3

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

EFFECTIVE AS OF _____, 2026

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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) Variances 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. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances 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.

Tab 4



Rizzetta & Company

August 13

District Manager's Report

2026

UPCOMING DATES TO REMEMBER

- **Next Meeting:** September 10, 2026 at 1:30 PM

<u>FINANCIAL SUMMARY</u>		<u>6/30/2026</u>
General Fund Cash & Investment Balance:		\$733,409
Chiller Fund Cash & Investment Balance:		\$1,653,127
Chiller Reserve Fund Investment Balance:		\$2,695,409
Total Cash and Investment Balances:		\$5,081,945
General Fund Expense Variance:	\$337,639	Under Budget
Chiller Fund Expense Variance:	\$249,061	Over Budget

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Tab 5



Rizzetta & Company

Encore Community Development District

www.encorecdd.org

Approved Proposed Budget for Fiscal Year 2026/2027

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Rizzetta & Company

Proposed Budget Encore Community Development District General Fund Fiscal Year 2026/2027								Comments
Chart of Accounts Classification		Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	
1								
2	ASSESSMENT REVENUES							
3								
4	Special Assessments							
5	Tax Roll	\$ 772,949	\$ 772,949	\$ 770,077	\$ 2,872	\$ 855,610	\$ 85,533	
6								
7	Assessment Revenue Subtotal	\$ 772,949	\$ 772,949	\$ 770,077	\$ 2,872	\$ 855,610	\$ 85,533	
8								
9	OTHER REVENUES							
10								
11	Other Miscellaneous Revenues							
12	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13	Miscellaneous Revenue	\$ 170	\$ 340	\$ -	\$ 340	\$ -	\$ -	
14								
15	Other Revenue Subtotal	\$ 170	\$ 340	\$ -	\$ 340	\$ -	\$ -	
16								
17	TOTAL REVENUES	\$ 773,119	\$ 773,289	\$ 770,077	\$ 3,212	\$ 855,610	\$ 85,533	
18								
19	EXPENDITURES - ADMINISTRATIVE							
20								
21	Legislative							
22	Supervisor Fees	\$ 5,200	\$ 10,400	\$ 12,000	\$ 1,600	\$ 12,000	\$ -	5 Supervisors x 12 Meetings
23	Financial & Administrative							
24	Accounting Services	\$ 3,362	\$ 6,724	\$ 6,724	\$ -	\$ 6,926	\$ 202	Split with the Chiller Fund.
25	Administrative Services	\$ 2,462	\$ 4,924	\$ 4,924	\$ -	\$ 5,072	\$ 148	
26	Assessment Roll	\$ 5,624	\$ 5,624	\$ 5,624	\$ -	\$ 5,793	\$ 169	
27	Auditing Services		\$ 5,100	\$ 5,100	\$ -	\$ 5,100	\$ -	Per contract
28	District Engineer	\$ 515	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ -	
29	Mechanical Engineer	\$ -	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	
30	District Management	\$ 15,491	\$ 30,982	\$ 30,982	\$ -	\$ 33,111	\$ 2,129	
31	Dues, Licenses & Fees	\$ 175	\$ 350	\$ 175	\$ (175)	\$ 175	\$ -	

Proposed Budget Encore Community Development District General Fund Fiscal Year 2026/2027							
Chart of Accounts Classification		Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
32	Legal Advertising	\$ 862	\$ 4,900	\$ 5,500	\$ 600	\$ 5,500	\$ -
33	Miscellaneous Mailings	\$ 702	\$ 1,404	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
34	Public Officials Liability Insurance	\$ 3,922	\$ 3,922	\$ 4,163	\$ 241	\$ 4,314	\$ 151
35	Website Hosting, Maintenance, Backup (and Email)	\$ 1,429	\$ 2,858	\$ 2,738	\$ (120)	\$ 2,900	\$ 162
36	Legal Counsel						
37	District Counsel	\$ 7,659	\$ 15,318	\$ 20,000	\$ 4,682	\$ 20,000	\$ -
38							
39	Administrative Subtotal	\$ 47,403	\$ 107,506	\$ 130,430	\$ 24,328	\$ 133,391	\$ 2,961
40							
41	EXPENDITURES - FIELD OPERATIONS						
42							
43	Electric Utility Services						
44	Utility - Street Lights	\$ 687	\$ 1,374	\$ 2,000	\$ 626	\$ 2,000	\$ -
45	Utility Services	\$ 4,073	\$ 8,146	\$ 13,500	\$ 5,354	\$ 13,500	\$ -
46	Solar Energy						
47	Solar Maintenance	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ -
48	Stormwater Control						
49	Stormwater System Maintenance	\$ 13,300	\$ 26,600	\$ 28,600	\$ 2,000	\$ 28,600	\$ -
50	Other Physical Environment						
51	General Liability Insurance	\$ 4,278	\$ 4,278	\$ 4,541	\$ 263	\$ 4,706	\$ 165
52	Holiday Decorations	\$ 40,000	\$ 40,000	\$ 40,000	\$ -	\$ 40,000	\$ -
53	Irrigation Maintenance		\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ -
54	Irrigation Repairs	\$ 2,739	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ -
55	Landscape - Mulch	\$ 44	\$ 14,500	\$ 14,500	\$ -	\$ 20,000	\$ 5,500
56	Landscape Inspection Services	\$ 6,000	\$ 12,000	\$ 12,000	\$ -	\$ 13,200	\$ 1,200
57	Landscape Maintenance	\$ 41,079	\$ 82,158	\$ 75,000	\$ (7,158)	\$ 85,000	\$ 10,000
58	Landscape Maintenance - Meadow	\$ 4,476	\$ 8,952	\$ 5,100	\$ (3,852)	\$ 9,000	\$ 3,900
59	Landscape Replacement Plants, Shrubs, Trees	\$ 1,400	\$ 20,000	\$ 20,000	\$ -	\$ 35,000	\$ 15,000
60	Property Insurance	\$ -	\$ -	\$ 20,906	\$ 20,906	\$ 75,713	\$ 54,807
61	Road & Street Facilities						
62	Street Light/Decorative Light Maintenance	\$ 5,100	\$ 25,000	\$ 25,000	\$ -	\$ 75,000	\$ 50,000

Comments
Printed agendas - required for Encore
EGIS estimate
Based on prior year actuals
Remove?
\$5900 per quarter (\$23,600) plus \$5,000 for repairs
EGIS Estimate
Crosspoint Agreement + 6% increase
Ask if we will redo meadow
EGIS estimate
Light pole replacements, construction damage

Proposed Budget
Encore Community Development District
 General Fund
 Fiscal Year 2026/2027

Comments

Chart of Accounts Classification		Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	
63	Street Sign Repair & Replacement	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	
64	Contingency							
65	Miscellaneous Contingency	\$ 7,200	\$ 214,400	\$ 358,000	\$ 143,600	\$ 300,000	\$ (58,000)	
66								
67	Field Operations Subtotal	\$ 130,376	\$ 474,908	\$ 639,647	\$ 164,739	\$ 722,219	\$ 82,572	
68								
69	TOTAL EXPENDITURES	\$ 177,779	\$ 582,414	\$ 770,077	\$ 189,067	\$ 855,610	\$ 85,533	
70								
71	EXCESS OF REVENUES OVER EXPENDITURES	\$ 595,340	\$ 190,875	\$ -	\$ 192,279	\$ -	\$ -	
72								

Proposed Budget Encore Community Development District Chiller Fund Fiscal Year 2026/2027								Comments
Chart of Accounts Classification		Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026	
1								
2	REVENUES							
3								
4	Charges for Services							
5	Usage Rate Collections	\$ 663,518	\$ 1,327,036	\$ 1,200,000	\$ 127,036	\$ 1,780,663	\$ 580,663	
6	Contributions & Donations from Private Sources							
7	Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	EnerNOC Program	\$ 4,059	\$ 8,118	\$ -	\$ 8,118	\$ -	\$ -	TECO Demand Schedule
9	Other Miscellaneous Revenues							
10	Interest Income	\$ 700	\$ 700	\$ -	\$ 700	\$ -	\$ -	
11								
12	TOTAL REVENUES	\$ 668,277	\$ 1,335,854	\$ 1,200,000	\$ 135,854	\$ 1,780,663	\$ 580,663	
13								
14	EXPENDITURES - ADMINISTRATIVE							
15								
16	Financial & Administrative							
17	Accounting Services	\$ 5,624	\$ 11,248	\$ 11,248	\$ -	\$ 11,585	\$ 337	
18	District Engineer	\$ 17,575	\$ 35,150	\$ 30,687	\$ (4,463)	\$ 46,000	\$ 15,313	
19	Rate Consulting Services	\$ 46,642	\$ 55,000	\$ 15,000	\$ (40,000)	\$ 48,463	\$ 33,463	Rate Study performed in FY 25/26
20	Legal Counsel							
21	District Counsel	\$ 1,334	\$ 10,000	\$ 16,000	\$ 6,000	\$ 16,000	\$ -	
22								
23	Administrative Subtotal	\$ 71,175	\$ 111,398	\$ 72,935	\$ (38,463)	\$ 122,048	\$ 49,113	
24								
25	EXPENDITURES - FIELD OPERATIONS							
26								
27	Electric Utility Services							

Proposed Budget
Encore Community Development District
Chiller Reserve Fund
Fiscal Year 2026/2027

Comments

Chart of Accounts Classification		Actual YTD through 03/31/26	Projected Annual Totals 2025/2026	Annual Budget for 2025/2026	Projected Budget variance for 2025/2026	Budget for 2026/2027	Budget Increase (Decrease) vs 2025/2026
1							
2	REVENUES						
3							
4	Contributions & Donations from Private Sources						
5	Developer Contributions	\$ -	\$ -	\$ 280,000	\$ (280,000)	\$ 280,000	\$ -
6	Other Miscellaneous Revenues						
7	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Interest Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9							
10	TOTAL REVENUES	\$ -	\$ -	\$ 280,000	\$ (280,000)	\$ 280,000	\$ -
11							
12	EXPENDITURES						
13							
14	Contingency						
15	Capital Reserves/Pipe	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
16	Capital Reserve/Plant	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ -
17							
18	TOTAL EXPENDITURES	\$ -	\$ -	\$ 280,000	\$ 280,000	\$ 280,000	\$ -
19							
20	EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21							

ENCORE COMMUNITY DEVELOPMENT DISTRICT						
FISCAL YEAR 2026/2027 O&M ASSESSMENT SCHEDULE						
2026/2027 O&M Budget:		\$855,610.00		2025/2026 O&M Budget:	\$770,077.00	
County Collection Costs:	2%	\$18,204.47		2026/2027 O&M Budget:	\$855,610.00	
Early Payment Discounts:	4%	\$36,408.94				
2026/2027 Total:		\$910,223.40		Total Difference:	\$85,533.00	
Land Use Category		Unit Type	Per Unit Annual Assessment Comparison ⁽¹⁾		Proposed Increase / Decrease	
			2025/2026	2026/2027	\$	%
Affordable MF Rental(AFR)	Residence		\$230.49	\$256.10	\$25.61	11%
Market Rate MF Rental(MRKR)	Residence		\$288.12	\$320.12	\$32.00	11%
Market Rate MF Condo(MRKC)	Residence		\$403.37	\$448.17	\$44.80	11%
Hotel	Room		\$403.37	\$448.17	\$44.80	11%
Retail-Grocery	Sq Foot		\$0.58	\$0.64	\$0.06	11%
Other Retail	Sq Foot		\$0.46	\$0.51	\$0.05	11%
Office	Sq Foot		\$0.38	\$0.43	\$0.04	11%
⁽¹⁾ Annual assessment includes Hillsborough County collection costs and early payment discount costs. Property owner is eligible for a discount of up to 4% if paid early.						

ENCORE COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027 O&M ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$855,610.00
COLLECTION COSTS @	2%	\$18,204.47
EARLY PAYMENT DISCOUNT @	4%	\$36,408.94
TOTAL O&M ASSESSMENT		\$910,223.40

UNITS ASSESSED			ALLOCATION OF O&M ASSESSMENT				ANNUAL ASSESSMENT PER UNIT
LAND USE CATEGORY	UNITS	UNIT TYPE	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M ⁽¹⁾
Affordable MF Rental(AFR)	575	Residence	0.40	230.00	16.18%	\$147,254.92	\$256.10
Market Rate MF Rental(MRKR)	1,561	Residence	0.50	780.50	54.90%	\$499,706.38	\$320.12
Market Rate MF Condo(MRKC)	138	Residence	0.70	96.60	6.79%	\$61,847.07	\$448.17
Hotel	227	Room	0.70	158.90	11.18%	\$101,733.95	\$448.17
	2,501						
Retail-Grocery	60,000	Sq Foot	1,000.00	60.00	4.22%	\$38,414.33	\$0.64
Other Retail	83,047	Sq Foot	1,250.00	66.44	4.67%	\$42,535.93	\$0.51
Office	43,884	Sq Foot	1,500.00	29.26	2.06%	\$18,730.83	\$0.43
	186,931						
Total Community	189,432			1421.69	100.00%	\$910,223.40	

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

(\$54,613.40)

Net Revenue to be Collected:

\$855,610.00

⁽¹⁾ Annual assessment that will appear on November 2026 Hillsborough County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

EXPENDITURES – ADMINISTRATIVE:

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

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

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



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

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

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

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

Financial Consulting & Revenue Collections: Financial consulting services including investment administration of the District's bank and trust accounts, ongoing banking analyses, and related consulting services to support prudent cash management in compliance with applicable statutory requirements. The firm also provides comprehensive billing, collection, and reporting of District assessments to fund debt service and operations, including direct billings, funding requests, owner inquiries, collection agent fees, and lien releases upon full repayment of bond obligations.

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

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

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

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

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

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

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

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

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



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

EXPENDITURES - FIELD OPERATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

RESERVE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

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

REVENUES:

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

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

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

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



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EXPENDITURES:

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

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

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

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

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



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RESOLUTION 2026-10
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN 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, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Encore Community Development District for the Fiscal Year Ending September 30, 2027."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

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

SECTION 4. APPROVAL OF PRIOR ACTIONS. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Adopted Budget, including preparing the Proposed Budget and setting, noticing, and all other actions required for the public hearing on the Proposed Budget, are hereby ratified, approved, and confirmed in all respects.

SECTION 5. 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.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 13th DAY OF AUGUST 2026.

ATTEST:

ENCORE COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

Tab 6

RESOLUTION 2026-11
[FY 2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

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

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

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

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

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

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

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

3. **RESERVED.**

4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.

- a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. **Due Date (O&M Assessments).** O&M Assessments directly collected by the District shall be due and payable in full on **December 1, 2026**; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: **50%** due no later than **November 1, 2026**, **25%** due no later than **February 1, 2027**, and **25%** due no later than **May 1, 2026**.
 - ii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and

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

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

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

6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.

7. **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.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 13TH DAY OF AUGUST 2026.

ATTEST:

ENCORE COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

Tab 7

RESOLUTION 2026-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENCORE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, FOR FISCAL YEAR 2026/2027, AND PROVIDING FOR AN EFFECTIVE DATE SUPERCEDING ANY OTHER RESOLUTIONS

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

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

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

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

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

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

1. The Fiscal Year 2026/2027 annual public meeting schedule attached hereto and incorporated by reference herein as Exhibit A is hereby approved and will be published and filed in accordance with Section 189.015(1), Florida Statutes.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 13TH DAY OF AUGUST 2026.

**ENCORE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT "A"

**BOARD OF SUPERVISORS MEETING DATES
ENCORE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027**

October 8, 2026
November 12, 2026
December 10, 2026
January 14, 2027
February 11, 2027
March 11, 2027
April 8, 2027
May 13, 2027
June 10, 2027
July 8, 2027
August 12, 2027
September 9, 2027

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

Tab 8

**Encore Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026**

1. Financial Transparency

Goal 1.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 1.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit and current fiscal year budget with any amendments.

Measurement: Annual audit and previous years' budgets are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package.

Achieved: Yes ☐ No ☐

Goal 1.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

2: District Assets

Goal 2.1: District Assets

Objective: District Assets – Safeguard the District's assets and ensure they are maintained and are in good condition.

Measurement: All assets have monthly and yearly maintenance contracts to protect and maintain all assets. Along with the board, soliciting additional bids and resources surrounding continuing treatment and enhancements for the property.

Standard: The board has managed and maintained the assets of the community by providing notice to current landscapers based on service and community conditions and retained a new vendor. The District has placed a pressure washing plan in place every 6 months to uphold and maintain the area.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Encore Community Development District

District Manager: _____

Date: _____

Print Name: _____

Encore Community Development District

Tab 9

**Encore Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2026 – September 30, 2027**

1. Financial Transparency

Goal 1.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 1.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit and current fiscal year budget with any amendments.

Measurement: Annual audit and previous years' budgets are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package.

Achieved: Yes ☐ No ☐

Goal 1.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

2: District Assets

Goal 2.1: District Assets

Objective: District Assets – Safeguard the District's assets and ensure they are maintained and are in good condition.

Measurement: All assets have monthly and yearly maintenance contracts to protect and maintain all assets. Along with the board, soliciting additional bids and resources surrounding continuing treatment and enhancements for the property.

Standard: The board has managed and maintained the assets of the community by providing notice to current landscapers based on service and community conditions and retained a new vendor. The District has placed a pressure washing plan in place every 6 months to uphold and maintain the area.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Encore Community Development District

District Manager: _____

Date: _____

Print Name: _____

Encore Community Development District

Tab 10

MINUTES OF MEETING

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

**ENCORE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Encore Community Development District was held on **Thursday, July 9, 2026, at 1:30 p.m.** at The Ella at Encore, located at 1210 Ray Charles Blvd. Tampa, Florida 33602.

Present and constituting a quorum:

Present and constituting a quorum:

Julia Jackson	Board Supervisor, Chair
Michael Randolph	Board Supervisor, Vice Chairman <i>(via conference call)</i>
Mae Walker	Board Supervisor, Assistant Secretary
Irma Ruiz	Board Supervisor, Assistant Secretary
Carol Jones	Board Supervisor, Assistant Secretary

Also present were:

Rachel Welborn	District Manager, Rizzetta & Company, Inc.
Sarah Sandy	District Counsel, Kutak Rock <i>(via conference call)</i>
Dylan Campbell	Landscape Inspection Specialist, Rizzetta & Company, Inc.
Greg Woodcock	District Engineer, Stantec <i>(via conference call)</i>
Lorenzo Reed	Developer, Project Manager., THA <i>(via conference call)</i>
David Llonya	Developer, Director of R.E., THA <i>(via conference call)</i>
Jeff Watson	Representative, Trane
Neddy Montefoso	Representative, Crosspoint Landscape

Audience	None
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FIRST ORDER OF BUSINESS

Call to Order

Ms. Welborn called the meeting to order at 1:30 p.m. and conducted roll call.

SECOND ORDER OF BUSINESS

Audience Comments

Residents provided several comments, including suggestions for tobacco-free signage and concerns regarding water bills. The residents were advised to contact the individual building management or Tampa Housing Authority.

THIRD ORDER OF BUSINESS

Staff Reports

A. Chiller System Manager

1. Presentation of Central Energy Plant Report - Trane

Mr. Watson presented his report and asked whether the sod and tree replacement proposals should be presented to the Board in August or September.

Ms. Jackson joined the meeting and was noted for the record.

B. Landscape Vendor Report

Mr. Campbell presented his report to the Board.

Mr. Randolph joined the meeting via conference call and was noted for the record.

C. Springer Environmental

Not Present and no report.

D. District Engineer

Mr. Woodcock reported that permit approval for Lot 13 is pending and is expected soon.

E. District Counsel

There being none, the next item followed.

F. Tampa Housing Authority Update

Mr. Reed informed the Board that the new grocery store is expected to open in August.

Ms. Walker questioned homelessness control and Ms. Jones responded that Tampa Police Department (TPA) is responsible.

Mr. Randolph suggested contacting Homeless services.

G. District Manager

1. Presentation of 2nd Quarter Website Compliance Report

Ms. Welborn presented the compliance report and advised the Board about the lights that were out behind Modera.

Ms. Welborn advised that the next meeting is scheduled for August 13, 2026, at 1:30 p.m.

FOURTH ORDER OF BUSINESS

Business Items

There being none, the next order of business followed.

FIFTH ORDER OF BUSINESS

Business Administration

A. Consideration of Minutes of the Board of Supervisors Audit Committee Meeting Held on May 14, 2026

On a Motion by Ms. Walker, seconded by Ms. Ruiz, with all in favor, the Board approved the Audit Committee meeting minutes held on May 14, 2026, for the Encore Community Development District. 5-0

B. Consideration of Minutes of the Board of Supervisors Meeting Held on May 14, 2026

On a Motion by Ms. Jackson, seconded by Mr. Randolph, with all in favor, the Board approved the meeting minutes held on May 14, 2026, for the Encore Community Development District. 5-0

C. Consideration of Minutes of the Board of Supervisors Meeting Held on June 11, 2026

On a Motion by Ms. Jones, seconded by Ms. Jackson, with all in favor, the Board approved the meeting minutes held on June 11, 2026, for the Encore Community Development District. 5-0

D. Consideration of Operations and Maintenance Expenditures for May 2026

On a Motion by Mr. Randolph, seconded by Ms. Walker, with all in favor, the Board approved the Operations and Maintenance Expenditures for May 2026 (\$14,899.73), for the Encore Community Development District. 5-0

E. Consideration of Chiller Fund Operations and Maintenance Expenditures for May 2026

On a Motion by Ms. Jackson, seconded by Ms. Walker, with all in favor, the Board approved the Chiller Fund Operations and Maintenance Expenditures for May 2026 (\$104,280.06), for the Encore Community Development District. 5-0

SIXTH ORDER OF BUSINESS

Supervisor Requests

There being none, the next order of business followed.

SEVENTH ORDER OF BUSINESS

Audience Comments

There being none, the next order of business followed.

EIGHTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Jackson, seconded by Ms. Jones, with all in favor, the Board of Supervisors approved adjourning the meeting at 2:44 p.m., for the Encore Community Development District. 5-0

Assistant Secretary

Chairman/Vice Chairman

Tab 11

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

Operation and Maintenance Expenditures June 2026 For Board Approval

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

The total items being presented: **\$38,886.52**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Encore Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2026 Through June 30, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Advanced Drainage Solutions	300070	1171	System Maintenance 06/26	\$ 5,900.00
Carol Jean Jones	20260615-2	CJ061126	BOS Meeting 06/11/2026	\$ 200.00
Crosspoint Landscape & Design, Inc.	300203	13576	Landscape Maintenance & Prune Shrubs etc. 04/26	\$ 5,950.00
Crosspoint Landscape & Design, Inc.	300198	13671	Installation of Shrubs & Flowers 06/26	\$ 7,232.50
Crosspoint Landscape & Design, Inc.	300203	13672	Landscaping 06/26	\$ 1,932.50
Crosspoint Landscape & Design, Inc.	300203	13673	Landscape Maintenance 06/26	\$ 2,270.00
Grau & Associates, P.A.	300195	29306	Audit FYE 09/30/25	\$ 5,200.00
Innersync Studio, Ltd	300071	INV-SN-1437	Website Compliance 06/26	\$ 384.38
Irma Ruiz	300199	IR061126	BOS Meeting 06/11/26	\$ 200.00
Julia Jackson	20260615-3	JJ061126	BOS Meeting 06/11/26	\$ 200.00
Mae F. Walker	20260615-1	MW061126	BOS Meeting 06/11/2026	\$ 200.00
Mandy Electric, Inc	300196	19356	Utilities 04/26	\$ 1,500.00

Encore Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2026 Through June 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Michael Randolph	300200	MR061126	BOS Meeting 06/10/26	\$ 200.00
Office Dynamics	300201	00042738	Office Supplies 06/26	\$ 250.35
Rizzetta & Company, Inc.	300069	INV0000109911	Administrative Services 06/26	\$ 5,599.82
Springer Environmental Services, Inc.	300073	16075	Clean Services 05/26	\$ 812.00
TECO	20260629-3	211006275344-060526	Electric Charges 05/26	\$ 48.48
TECO	20260629-3	211006275609-060526	Electric Charges 05/26	\$ 88.79
TECO	20260629-3	211006276102-060526	Electric Charges 05/26	\$ 65.73
TECO	20260629-3	211006276375-060526	1261 Scott Street Electric Charges 05/26	\$ 45.66
TECO	20260629-3	211006276698-060526	Electric Charges 05/26	\$ 54.29
TECO	20260629-3	211006277001-060526	Electric Charges 05/26	\$ 298.48
TECO	20260629-3	211006277597-060526	Electric Charges 05/26	\$ 112.61
TECO	20260629-3	221007736350-060526	Utilities 05/26	\$ 29.14

Encore Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2026 Through June 30, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	20260626-1	221009630650-060426	Electric Charges 04526	\$ 52.73
The Observer Group, Inc.	300197	26-01862H	Advertising 05/26	\$ <u>59.06</u>
Total				\$ <u>38,886.52</u>



Invoice for Inspection and Maintenance of Stormwater Management System (Quarter 2)

Contractor: Advanced Drainage Solutions (ADS)

Date Created: 06/01/2026

Invoice No. : 1171

Bill To: Encore CDD

Scope of Work

1. Removal of vegetation in the filter area and raking the sand bed to restore proper function of the filter system.
2. Cleaning of seven (7) trash collectors and removal of accumulated waste and debris.
3. Inspection of the system with maintenance recommendations provided.
4. Testing of inflow and outflow water to verify system performance.
5. Jetting of underdrains and tilling of the sand filter media.
6. Rain gauge checks conducted during rainfall events to monitor system response.

Total Project Cost
\$5,900.00

*Please make all checks payable to Advanced Drainage Solutions and remit payment to **P.O. Box 526, Land O' Lakes, FL 34639**. Payment is due upon receipt. We appreciate your business and look forward to working with you again!*

ENCORE CDD**Meeting Date: June 11, 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:	1:30 PM
Meeting End Time:	3:11 PM
Total Meeting Time:	1.68 HRS

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: _____



INVOICE

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

Date: 6/1/2026
Invoice #: 13576
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 - June 2026	5,950.00	5,950.00

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

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

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.



INVOICE

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

Date: 6/1/2026
Invoice #: 13671
Terms: Net 45
Project: Landscape

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	Quantity	Unit Price	Amount
SCOPE: ** APPROVED PROPOSAL #4916 **			
Asian Jasmine Installation ~ Encore CDD			
- install Jasmine to fill in existing beds near The Trio at Encore			
along the south, north and east sides of the property			
- thoroughly clean up work area			
Dwarf Asian Jasmine - 1 gallon	723	7.50	5,422.50
Pine Fines Mulch - 6 cubic yards	6	60.00	360.00
MISC FEES			
Freight / Installation / Clean-Up	1	1,450.00	1,450.00

Thank you for your business!
BLESSED & GRATEFUL
Colossians 2:7

Total \$7,232.50
Payments/Credits \$0.00
Balance Due \$7,232.50

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.



INVOICE

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

Date: 6/1/2026
Invoice #: 13672
Terms: Net 45
Project: Landscape

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	Quantity	Unit Price	Amount
SCOPE: ** APPROVED PROPOSAL #4917 **			
Scott Street Asian Jasmine Installation ~ Encore CDD			
- install Jasmine to fill in existing beds			
located near Scott Street			
- thoroughly clean up work area			
Dwarf Asian Jasmine - 1 gallon	175	7.50	1,312.50
Pine Fines Mulch - 2 cubic yards	2	60.00	120.00
MISC FEES			
Freight / Installation / Clean-Up	1	500.00	500.00

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

Total \$1,932.50
Payments/Credits \$0.00
Balance Due \$1,932.50

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.



INVOICE

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

Date: 6/1/2026
Invoice #: 13673
Terms: Net 45
Project: Landscape

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	Quantity	Unit Price	Amount
SCOPE: ** APPROVED PROPOSAL #4918 **			
Jasmine Installation ~ Encore CDD			
- install Jasmine to fill in existing beds			
located near the Reed at Encore			
- thoroughly clean up work area			
Dwarf Asian Jasmine - 1 gallon	222	7.50	1,665.00
Pine Fines Mulch - 3 cubic yards	3	60.00	180.00
MISC FEES			
Freight / Installation / Clean-Up	1	425.00	425.00

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

Total \$2,270.00
Payments/Credits \$0.00
Balance Due \$2,270.00

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.

Grau and Associates

1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

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

Invoice No. 29306
Date 05/04/2026

SERVICE	AMOUNT
Audit FYE 09/30/2025	\$ <u>5,200.00</u>
Current Amount Due	\$ <u><u>5,200.00</u></u>

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
5,200.00	0.00	0.00	0.00	0.00	5,200.00

Payment due upon receipt.



INVOICE

Encore CDD
2700 S. Falkenburg Road, Suite 2745
Riverview FL 33578
United States

Invoice # INV-SN-1437
Invoice Date: 6/1/2026
Due Date: 7/1/2026
PO#: Quarterly Invoice

Item	Description	AMOUNT
SchoolNow CDD ADA-PDF		\$234.38
SchoolNow CDD	Community Development District (CDD) governmental unit management company ADA-compliant website	\$150.00
Subscription start: 10/1/2025		Subtotal: \$384.38
Subscription end: 9/30/2026		Tax Total:
		Total: \$384.38
		Amount Paid: \$0.00
Direct Deposit Instruction:		Amount Due: \$384.38

[Click Here to pay with Credit Card](#)

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

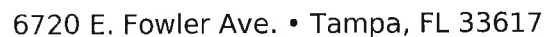
SHIP TO
Encore

INVOICE #	DATE	TOTAL DUE		TERMS	ENCLOSED
19356	05/11/2026	\$1,500.00		On completion	

DESCRIPTION	QTY	RATE	AMOUNT
Completed light functionality test on 5/8 - We discovered all streetlights surrounding Modera have been rewired to the building power and no longer work with other streetlights.	1	600.00	600.00
- Repaired and retro fitted (3) light poles with LED bulbs	1	900.00	900.00

BALANCE DUE

\$1,500.00



(813) 980-3494

www.OfficeDynamicsTampa.com

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

Invoice #: 00042738

Date: 6/8/2026

Page: 1

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.

Terms: Net 10

Sales Tax:	\$0.00
Total Amount:	\$250.35
Amount Applied:	\$0.00
Balance Due:	\$250.35

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

Invoice

Date	Invoice #
6/2/2026	INV0000109911

Bill To:

ENCORE CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

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

[illegible]

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

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

Invoice

16075

5/31/2026

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
14	05/13 Cleanup Session	58.00	812.00
	Hillsborough County Sales Tax Collection	7.50%	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	\$812.00
--------------	-----------------



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

Statement Date: June 05, 2026

Amount Due: \$48.48

Due Date: June 26, 2026

Account #: 211006275344

DO NOT PAY. Your account will be drafted on June 26, 2026

Account Summary

Current Service Period: May 01, 2026 - June 01, 2026

Previous Amount Due \$48.03

Payment(s) Received Since Last Statement -\$48.03

Current Month's Charges \$48.48

Amount Due by June 26, 2026 \$48.48

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 33.33% lower than the same period last year.

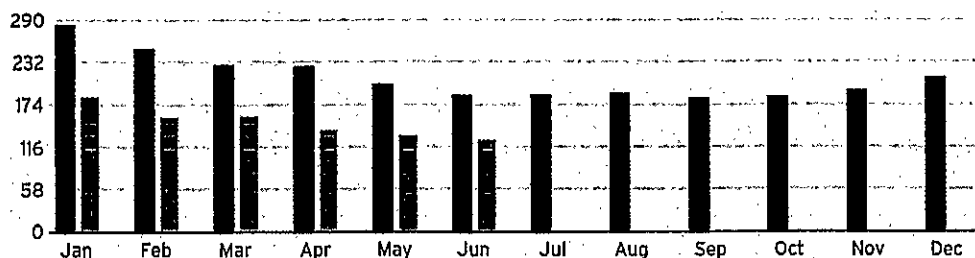


Your average daily kWh used was 0% higher than it was in your previous period.

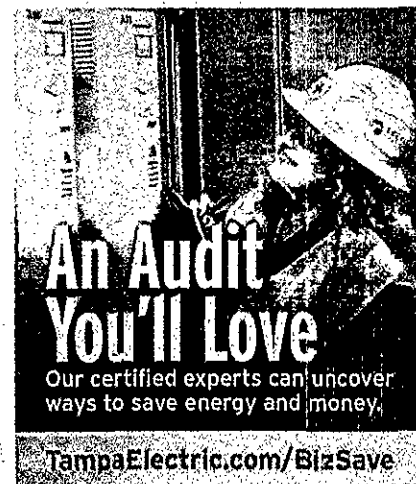


Scan here to view your account online.

Monthly Usage (kWh)



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



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

Account #: 211006275344

Due Date: June 26, 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: \$48.48

Payment Amount: \$ _____

630396992097

Your account will be drafted on June 26, 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: June 05, 2026
Charges Due: June 26, 2026

Meter Read

Meter Location: # A

Service Period: May 01, 2026 - Jun 01, 2026

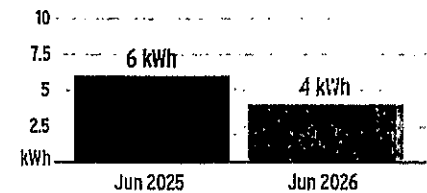
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used	Multiplier	Billing Period
1000291871	06/01/2026	46,564	46,439		125 kWh	1	32 Days

Charge Details

	Electric Charges		
	Daily Basic Service Charge	32 days @ \$0.66000	\$21.12
	Energy Charge	125 kWh @ \$0.09202/kWh	\$11.50
	Fuel Charge	125 kWh @ \$0.03516/kWh	\$4.40
	Storm Protection Charge	125 kWh @ \$0.00568/kWh	\$0.71
	Clean Energy Transition Mechanism	125 kWh @ \$0.00418/kWh	\$0.52
	Storm Surcharge	125 kWh @ \$0.02121/kWh	\$2.65
	Florida Gross Receipt Tax		\$1.05
	Electric Service Cost		\$41.95
	Franchise Fee		\$2.75
	State Tax		\$3.78
	Total Electric Cost, Local Fees and Taxes		\$48.48

Avg kWh Used Per Day



Total Current Month's Charges

\$48.48

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.

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



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

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

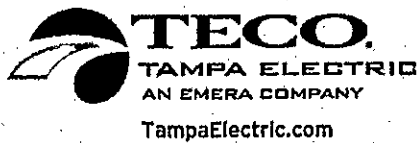
Power Outage:

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: June 05, 2026

Amount Due: \$88.79

Due Date: June 26, 2026

Account #: 211006275609

DO NOT PAY. Your account will be drafted on June 26, 2026

Account Summary

Current Service Period: May 01, 2026 - June 01, 2026

Previous Amount Due	\$92.28
Payment(s) Received Since Last Statement	-\$92.28
Current Month's Charges	\$88.79
Amount Due by June 26, 2026	\$88.79

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 21.43% lower than the same period last year.

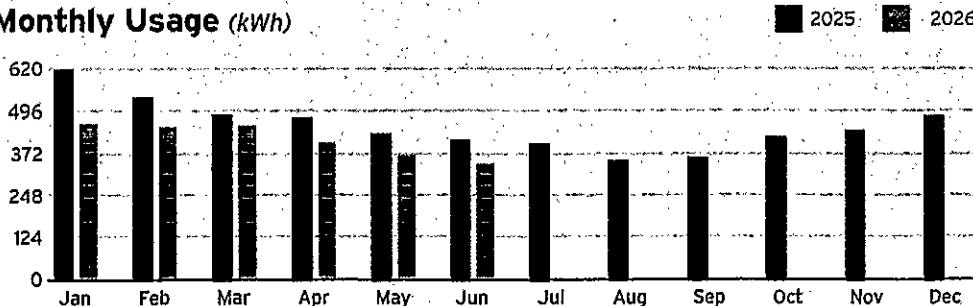


Your average daily kWh used was 8.33% lower than it was in your previous period.

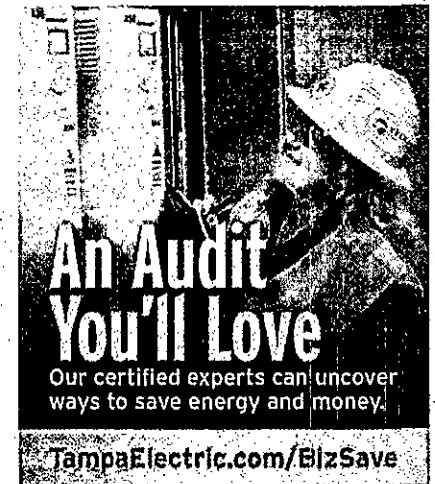


Scan here to view your account online.

Monthly Usage (kWh)



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



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



Account #: 211006275609

Due Date: June 26, 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: \$88.79

Payment Amount: \$ _____

630396992098

Your account will be drafted on June 26, 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: June 05, 2026
Charges Due: June 26, 2026

Meter Read

Meter Location: # B

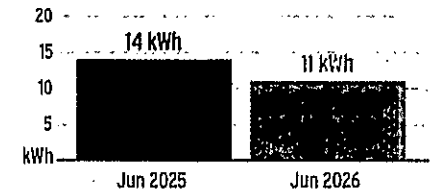
Service Period: May 01, 2026 - Jun 01, 2026

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000291870	06/01/2026	62,380	62,040	340 kWh	1	32 Days

Charge Details

Avg kWh Used Per Day



Electric Charges

Daily Basic Service Charge	32 days @ \$0.66000	\$21.12
Energy Charge	340 kWh @ \$0.09202/kWh	\$31.29
Fuel Charge	340 kWh @ \$0.03516/kWh	\$11.95
Storm Protection Charge	340 kWh @ \$0.00568/kWh	\$1.93
Clean Energy Transition Mechanism	340 kWh @ \$0.00418/kWh	\$1.42
Storm Surcharge	340 kWh @ \$0.02121/kWh	\$7.21
Florida Gross Receipt Tax		\$1.92
Electric Service Cost		\$76.84
Franchise Fee		\$5.03
State Tax		\$6.92
Total Electric Cost, Local Fees and Taxes		\$88.79

Total Current Month's Charges

\$88.79

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Ways To Pay Your Bill



Bank Draft

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



Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at TECOaccount.com. 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

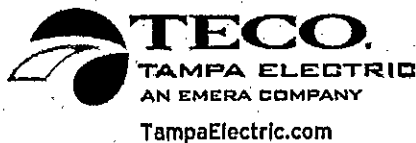
Power Outage:

877-588-1010

Energy-Saving Programs:

813-275-3909

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

Statement Date: June 05, 2026

Amount Due: \$65.73

Due Date: June 26, 2026

Account #: 211006276102

DO NOT PAY. Your account will be drafted on June 26, 2026

Account Summary

Current Service Period: May 01, 2026 - June 01, 2026

Previous Amount Due	\$65.11
Payment(s) Received Since Last Statement	-\$65.11

Current Month's Charges	\$65.73
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Amount Due by June 26, 2026	\$65.73
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Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Your Energy Insight

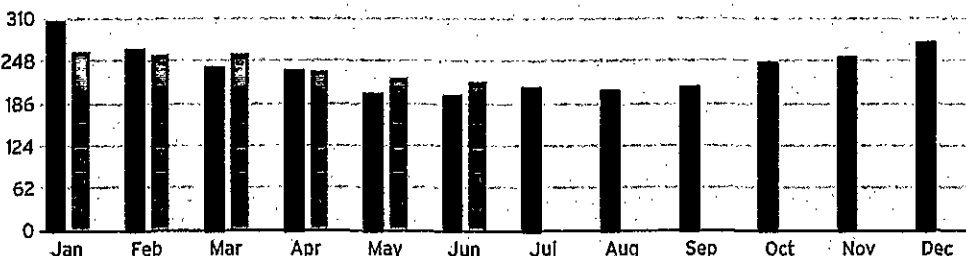
Your average daily kWh used was **0% higher** than the same period last year.

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



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

Account #: 211006276102

Due Date: June 26, 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: \$65.73

Payment Amount: \$ _____

630396992099

Your account will be drafted on June 26, 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: June 05, 2026
Charges Due: June 26, 2026

Meter Read

Service Period: May 01, 2026 - Jun 01, 2026

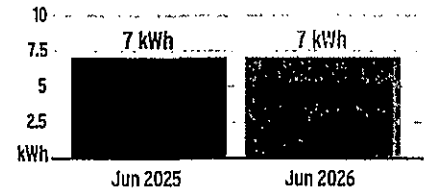
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000744075	06/01/2026	53,987	53,770	217 kWh	1	32 Days

Charge Details

	Electric Charges		
	Daily Basic Service Charge	32 days @ \$0.66000	\$21.12
	Energy Charge	217 kWh @ \$0.09202/kWh	\$19.97
	Fuel Charge	217 kWh @ \$0.03516/kWh	\$7.63
	Storm Protection Charge	217 kWh @ \$0.00568/kWh	\$1.23
	Clean Energy Transition Mechanism	217 kWh @ \$0.00418/kWh	\$0.91
	Storm Surcharge	217 kWh @ \$0.02121/kWh	\$4.60
	Florida Gross Receipt Tax		\$1.42
	Electric Service Cost		\$56.88
	Franchise Fee		\$3.73
	State Tax		\$5.12
	Total Electric Cost, Local Fees and Taxes		\$65.73

Avg kWh Used Per Day



Total Current Month's Charges

\$65.73

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

Ways To Pay Your Bill



Bank Draft

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In-Person

Find list of Payment Agents at TampaElectric.com



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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

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Residential Customer Care:
813-223-0800 (Hillsborough)
863-299-0800 (Polk County)
888-223-0800 (All Other Counties)

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

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

Statement Date: June 05, 2026

Amount Due: \$45.66

Due Date: June 26, 2026
Account #: 211006276375

DO NOT PAY. Your account will be drafted on June 26, 2026

Account Summary

Current Service Period: May 01, 2026 - June 01, 2026

Previous Amount Due	\$39.79
Payment(s) Received Since Last Statement	-\$39.79
Current Month's Charges	\$45.66

Amount Due by June 26, 2026 \$45.66

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.

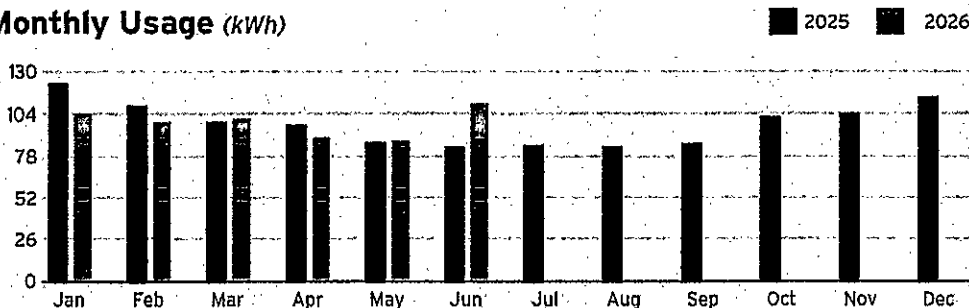


Your average daily kWh used was **0% higher** than it was in your previous period.



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



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

Account #: 211006276375

Due Date: June 26, 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: \$45.66

Payment Amount: \$ _____

630396992100

Your account will be drafted on June 26, 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: June 05, 2026
Charges Due: June 26, 2026

Meter Read

Service Period: May 01, 2026 - Jun 01, 2026

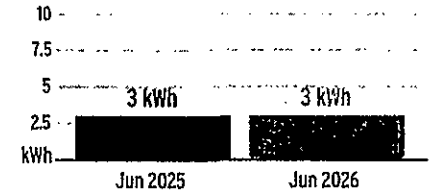
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used	Multiplier	Billing Period
1000744074	06/01/2026	25,599	25,489		110 kWh	1	32 Days

Charge Details

	Electric Charges		
	Daily Basic Service Charge	32 days @ \$0.66000	\$21.12
	Energy Charge	110 kWh @ \$0.09202/kWh	\$10.12
	Fuel Charge	110 kWh @ \$0.03516/kWh	\$3.87
	Storm Protection Charge	110 kWh @ \$0.00568/kWh	\$0.62
	Clean Energy Transition Mechanism	110 kWh @ \$0.00418/kWh	\$0.46
	Storm Surcharge	110 kWh @ \$0.02121/kWh	\$2.33
	Florida Gross Receipt Tax		\$0.99
	Electric Service Cost		\$39.51
	Franchise Fee		\$2.59
	State Tax		\$3.56
	Total Electric Cost, Local Fees and Taxes		\$45.66

Avg kWh Used Per Day



Total Current Month's Charges

\$45.66

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Ways To Pay Your Bill



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

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Online:

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813-223-0800 (Hillsborough)
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888-223-0800 (All Other Counties)

Hearing Impaired/TTY:

7-1-1

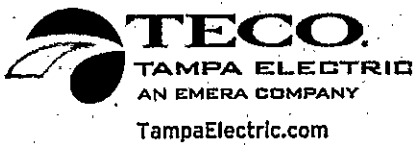
Power Outage:

877-588-1010

Energy-Saving Programs:

813-275-3909

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

Statement Date: June 05, 2026

Amount Due: \$54.29

Due Date: June 26, 2026
Account #: 211006276698

DO NOT PAY. Your account will be drafted on June 26, 2026

Account Summary

Current Service Period: May 01, 2026 - June 01, 2026

Previous Amount Due	\$32.65
Payment(s) Received Since Last Statement	-\$32.65
Current Month's Charges	\$54.29

Amount Due by June 26, 2026 \$54.29

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

Your Energy Insight

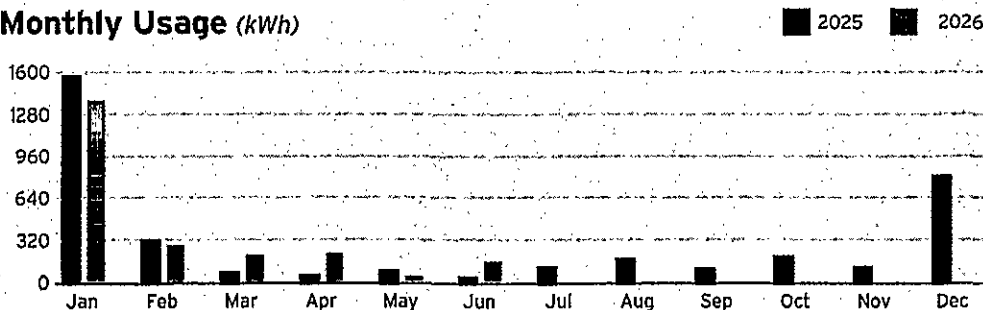
 Your average daily kWh used was **400% higher** than the same period last year.

 Your average daily kWh used was **150% 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



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

Account #: 211006276698

Due Date: June 26, 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: \$54.29

Payment Amount: \$ _____

630396992101

Your account will be drafted on June 26, 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: June 05, 2026
Charges Due: June 26, 2026

Meter Read

Service Period: May 01, 2026 - Jun 01, 2026

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	- Previous Reading	= Total Used	Multiplier	Billing Period
1000799340	06/01/2026	16,140	15,984	156 kWh	1	32 Days

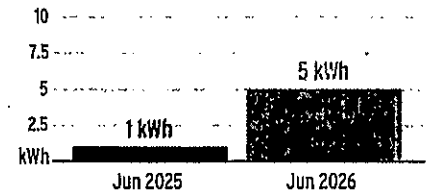
Charge Details



Electric Charges

Daily Basic Service Charge	32 days @ \$0.66000	\$21.12
Energy Charge	156 kWh @ \$0.09202/kWh	\$14.36
Fuel Charge	156 kWh @ \$0.03516/kWh	\$5.48
Storm Protection Charge	156 kWh @ \$0.00568/kWh	\$0.89
Clean Energy Transition Mechanism	156 kWh @ \$0.00418/kWh	\$0.65
Storm Surcharge	156 kWh @ \$0.02121/kWh	\$3.31
Florida Gross Receipt Tax		\$1.17
Electric Service Cost		\$46.98
Franchise Fee		\$3.08
State Tax		\$4.23
Total Electric Cost, Local Fees and Taxes		\$54.29

Avg kWh Used Per Day



Total Current Month's Charges

\$54.29

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

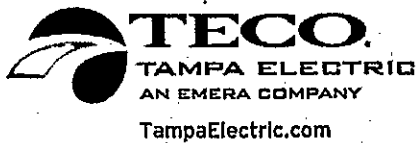
Power Outage:

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: June 05, 2026

Amount Due: \$298.48

Due Date: June 26, 2026

Account #: 211006277001

DO NOT PAY. Your account will be drafted on June 26, 2026

Account Summary

Current Service Period: May 01, 2026 - June 01, 2026

Previous Amount Due	\$264.67
Payment(s) Received Since Last Statement	-\$264.67

Current Month's Charges	\$298.48
-------------------------	----------

Amount Due by June 26, 2026	\$298.48
------------------------------------	-----------------

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

Your Energy Insight

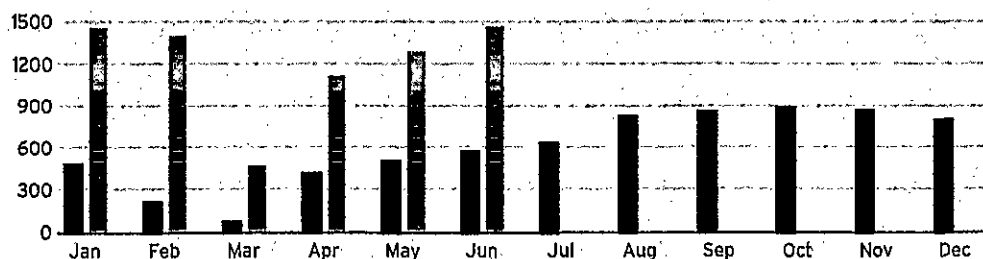
 Your average daily kWh used was **142.11% higher** than the same period last year.

 Your average daily kWh used was **6.98% higher** than it was in your previous period.

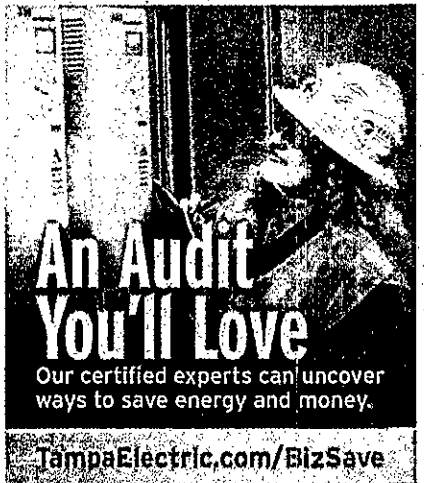


Scan here to view your account online.

Monthly Usage (kWh)



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



An Audit You'll Love
Our certified experts can uncover ways to save energy and money.
TampaElectric.com/BizSave



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

Account #: 211006277001

Due Date: June 26, 2026

Amount Due: \$298.48

Payment Amount: \$ _____

630396992102

Your account will be drafted on June 26, 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: June 05, 2026
Charges Due: June 26, 2026

Meter Read

Service Period: May 01, 2026 - Jun 01, 2026

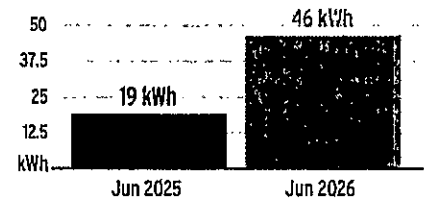
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	Total Used	Multiplier	Billing Period
1000812515	06/01/2026	50,081	48,623	1,458 kWh	1	32 Days

Charge Details

Electric Charges		
Daily Basic Service Charge	32 days @ \$0.66000	\$21.12
Energy Charge	1,458 kWh @ \$0.09202/kWh	\$134.17
Fuel Charge	1,458 kWh @ \$0.03516/kWh	\$51.26
Storm Protection Charge	1,458 kWh @ \$0.00568/kWh	\$8.28
Clean Energy Transition Mechanism	1,458 kWh @ \$0.00418/kWh	\$6.09
Storm Surcharge	1,458 kWh @ \$0.02121/kWh	\$30.92
Florida Gross Receipt Tax		\$6.46
Electric Service Cost		\$258.30
Franchise Fee		\$16.92
State Tax		\$23.26
Total Electric Cost, Local Fees and Taxes		\$298.48

Avg kWh Used Per Day



Total Current Month's Charges

\$298.48

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In-Person

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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)

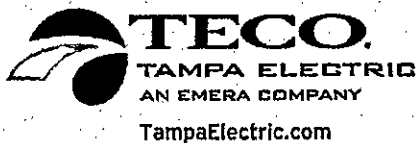
Hearing Impaired/TTY:

7-1-1

Power Outage:

877-588-1010
Energy-Saving Programs: 813-275-3909

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

Statement Date: June 05, 2026

Amount Due: \$112.61

Due Date: June 26, 2026

Account #: 211006277597

DO NOT PAY. Your account will be drafted on June 26, 2026

Account Summary

Current Service Period: May 01, 2026 - June 01, 2026

Previous Amount Due	\$110.86
Payment(s) Received Since Last Statement	-\$110.86

Current Month's Charges	\$112.61
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Amount Due by June 26, 2026	\$112.61
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Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Your Energy Insight

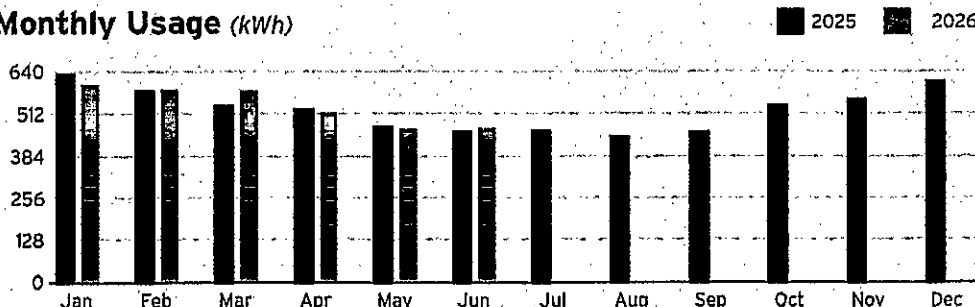
Your average daily kWh used was **0% higher** than the same period last year.

Your average daily kWh used was **6.25% 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

An Audit You'll Love
Our certified experts can uncover ways to save energy and money.
TampaElectric.com/BlzSave



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

Account #: 211006277597

Due Date: June 26, 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: \$112.61

Payment Amount: \$ _____

630396992103

Your account will be drafted on June 26, 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: June 05, 2026
Charges Due: June 26, 2026

Meter Read

Service Period: May 01, 2026 - Jun 01, 2026

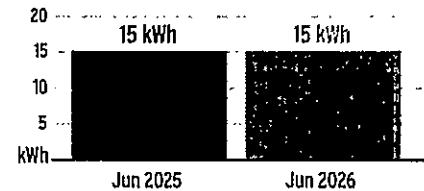
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used	Multiplier	Billing Period
1000291902	06/01/2026	15,628	15,161		467 kWh	1	32 Days

Charge Details

Electric Charges			
Daily Basic Service Charge	32 days @ \$0.66000		\$21.12
Energy Charge	467 kWh @ \$0.09202/kWh		\$42.97
Fuel Charge	467 kWh @ \$0.03516/kWh		\$16.42
Storm Protection Charge	467 kWh @ \$0.00568/kWh		\$2.65
Clean Energy Transition Mechanism	467 kWh @ \$0.00418/kWh		\$1.95
Storm Surcharge	467 kWh @ \$0.02121/kWh		\$9.91
Florida Gross Receipt Tax			\$2.44
Electric Service Cost			\$97.46
Franchise Fee			\$6.38
State Tax			\$8.77
Total Electric Cost, Local Fees and Taxes			\$112.61

Avg kWh Used Per Day



Total Current Month's Charges

\$112.61

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

Ways To Pay Your Bill



Bank Draft

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In-Person

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P.O. Box 31318
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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

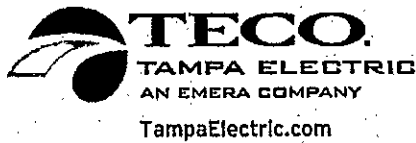
All Other Correspondences:
Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Contact Us

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TampaElectric.com
Phone:
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Residential Customer Care:
813-223-0800 (Hillsborough)
863-299-0800 (Polk County)
888-223-0800 (All Other Counties)

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

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

Statement Date: June 05, 2026

Amount Due: \$29.14

Due Date: June 26, 2026
Account #: 221007736350

DO NOT PAY. Your account will be drafted on June 26, 2026

Account Summary

Current Service Period: May 01, 2026 - June 01, 2026

Previous Amount Due	\$27.80
Payment(s) Received Since Last Statement	-\$27.80
Current Month's Charges	\$29.14
Amount Due by June 26, 2026	\$29.14

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 65% lower than the same period last year.

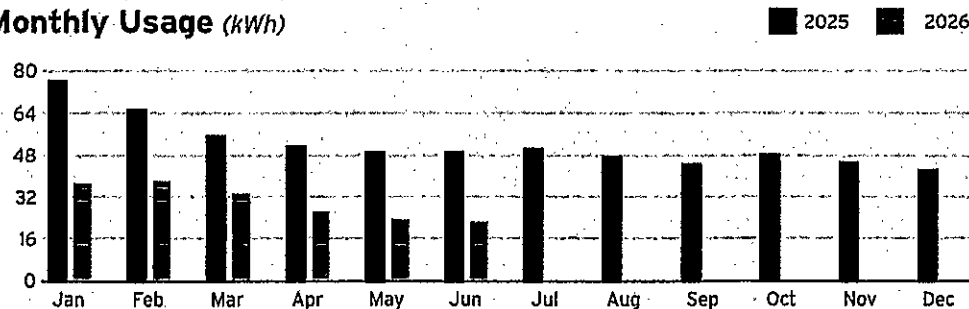


Your average daily kWh used was 12.5% lower than it was in your previous period.



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

An Audit You'll Love
Our certified experts can uncover ways to save energy and money.
TampaElectric.com/BizSave



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

Account #: 221007736350

Due Date: June 26, 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: \$29.14

Payment Amount: \$ _____

669902938067

Your account will be drafted on June 26, 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: June 05, 2026
Charges Due: June 26, 2026

Meter Read

Service Period: May 01, 2026 - Jun 01, 2026

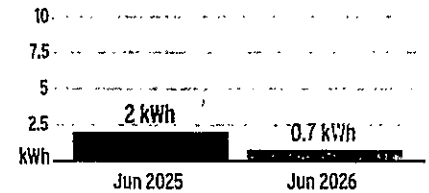
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used	Multiplier	Billing Period
1000741569	06/01/2026	4,485	4,463		22 kWh	1	32 Days

Charge Details

Electric Charges		
Daily Basic Service Charge	32 days @ \$0.66000	\$21.12
Energy Charge	22 kWh @ \$0.09202/kWh	\$2.02
Fuel Charge	22 kWh @ \$0.03516/kWh	\$0.77
Storm Protection Charge	22 kWh @ \$0.00568/kWh	\$0.12
Clean Energy Transition Mechanism	22 kWh @ \$0.00418/kWh	\$0.09
Storm Surcharge	22 kWh @ \$0.02121/kWh	\$0.47
Florida Gross Receipt Tax		\$0.63
Electric Service Cost		\$25.22
Franchise Fee		\$1.65
State Tax		\$2.27
Total Electric Cost, Local Fees and Taxes		\$29.14

Avg kWh Used Per Day



Total Current Month's Charges

\$29.14

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

Ways To Pay Your Bill



Bank Draft

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In-Person

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Credit or Debit Card

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Phone

Toll Free: 866-689-6469

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Contact Us

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813-223-0800 (Hillsborough)

863-299-0800 (Polk County)

888-223-0800 (All Other Counties)

Hearing Impaired/TTY:

7-1-1

Power Outage:

877-588-1010

Energy-Saving Programs:

813-275-3909

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ENCORE COMMUNITY DEVELOPMENT
1280 E HARRISON ST, O-B
TAMPA, FL 33602

Statement Date: June 04, 2026

Amount Due: \$52.73

Due Date: June 25, 2026

Account #: 221009630650

DO NOT PAY. Your account will be drafted on June 25, 2026

Account Summary

Current Service Period: April 30, 2026 - May 29, 2026

Previous Amount Due	\$53.65
Payment(s) Received Since Last Statement	-\$53.65

Current Month's Charges	\$52.73
-------------------------	---------

Amount Due by June 25, 2026	\$52.73
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Amount not paid by due date may be assessed a late payment charge and an additional deposit.

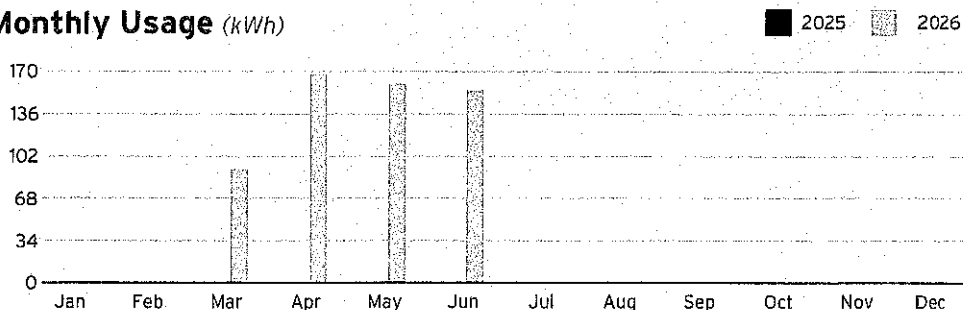


Your average daily kWh used was
0% higher than it was in your
previous period.

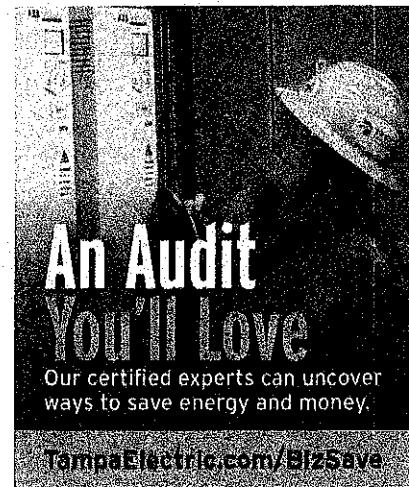


Scan here to view
your account online.

Monthly Usage (kWh)



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: June 25, 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: \$52.73

Payment Amount: \$ _____

646446294220

Your account will be
drafted on June 25, 2026

00004015 FTECO106042623082210 00000 03 01000000 17899 002

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: June 04, 2026
Charges Due: June 25, 2026

Meter Read

Service Period: Apr 30, 2026 - May 29, 2026

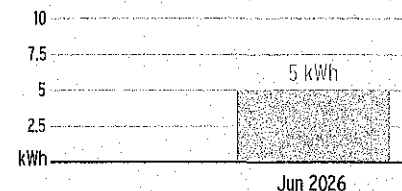
Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used	Multiplier	Billing Period
1000737720	05/29/2026	578	422		156 kWh	1	30 Days

Charge Details

	Electric Charges		
	Daily Basic Service Charge	30 days @ \$0.66000	\$19.80
	Energy Charge	156 kWh @ \$0.09202/kWh	\$14.36
	Fuel Charge	156 kWh @ \$0.03516/kWh	\$5.48
	Storm Protection Charge	156 kWh @ \$0.00568/kWh	\$0.89
	Clean Energy Transition Mechanism	156 kWh @ \$0.00418/kWh	\$0.65
	Storm Surcharge	156 kWh @ \$0.02121/kWh	\$3.31
	Florida Gross Receipt Tax		\$1.14
	Electric Service Cost		\$45.63
	Franchise Fee		\$2.99
	State Tax		\$4.11
	Total Electric Cost, Local Fees and Taxes		\$52.73

Avg kWh Used Per Day



Total Current Month's Charges

\$52.73

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Residential Customer Care:
813-223-0800 (Hillsborough)
863-299-0800 (Polk County)
888-223-0800 (All Other Counties)

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7-1-1

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877-588-1010

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813-275-3909

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Business Observer

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

INVOICE

Legal Advertising

Invoice # 26-02468H

Date 07/17/2026

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 # 26-02468H	\$91.88
Notice of Public Hearing to Consider the Adoption of the Fiscal Year 2027 Proposed Budget(s)	
RE: Encore CDD Board of Supervisors Meeting on 8/13/26 at 1:30 PM	
Published: 7/17/2026	

Important Message

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

Paid

()

Total

\$91.88

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

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2027 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Encore Community Development District ("District") will hold a public hearing and regular meeting as follows:

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

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, FL 33578, (813) 533-2950 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://www.encoreedd.org/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Rachel Welborn, District Manager
July 17, 2026

26-02468H

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
26-02468H

Business Observer

Published Weekly
Tampa, Hillsborough County, Florida

COUNTY OF HILLSBOROUGH

JUL 20 2021

STATE OF FLORIDA

Before the undersigned authority personally appeared Kelly Martin who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Tampa, Hillsborough County, Florida; that the attached copy of advertisement,

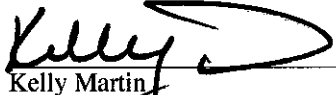
being a Notice of Public Hearing to Consider the Adoption of the Fiscal Year 2027 Proposed Budget(s)

in the matter of Encore CDD Board of Supervisors Meeting on 8/13/26 at 1:30 PM

in the Court, was published in said newspaper by print in the issues of 7/17/2026

Affiant further says that the Business Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

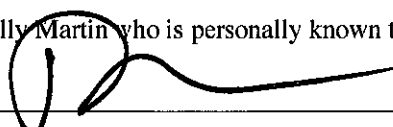
*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.


Kelly Martin

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

17th day of July, 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

ENCORE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2027 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors ("Board") of the Encore Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: August 13, 2026

TIME: 1:30 p.m.

LOCATION: Ella at Encore, 1210 Ray Charles Blvd.
Tampa, Florida 33602

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, FL 33578, (813) 533-2950 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://www.encorecdd.org/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Rachel Welborn, District Manager
July 17, 2026

26-02468H

Tab 12

ENCORE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

**Operation and Maintenance Expenditures
June 2026
For Board Approval
Chiller Fund**

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

The total items being presented: **\$135,841.51**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Encore Community Development District Chiller Fund

Paid Operation & Maintenance Expenditures

June 1, 2026 Through June 30, 2026

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
A TO Z FIRE	300074	134871	Insurance Compliance 05/26	\$ 156.40
City of Tampa Utilities	20260629-2	2175375-061126	Utilities: 1237 E Harrison St 06/26	\$ 4,903.79
Frontier Communications of FL	20260626-1	81322371010924125 060126	Telephone, Internet & Cable 06/26	\$ 523.31
Kutak Rock, LLP	300072	3748831	Legal Counsel 05/26	\$ 3,072.50
Tampa Bay Trane	20260615-1	315987743	Monthly Billing #3117815 04/26	\$ 30,416.67
TECO	20260601-2	211006277308-050826	Electric Charges 04/26	\$ 26,961.18
TECO	20260629-1	211006278348 060526	Electric Charges 05/26	\$ 44,283.94
TECO	20260601-1	221009277932-050826	Electric Charges 04/26	<u>\$ 25,523.72</u>
Total				<u>\$ 135,841.51</u>

INVOICE

A to Z Fire
1505 W Busch Blvd
Tampa, FL 33612-7603

Accounting@atozfire.com
+1 (813) 350-0665
WWW.ATOZFIRE.COM



Bill to
JEFF
ENCORE
1280 E HARRISON ST
TAMPA, FL 33602 USA

Invoice detailsSales Rep: DOUG
Invoice no.: 134871
Terms: NET 10
Invoice date: 10/08/2025
Due date: 10/18/2025

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	FE - ANNUAL CERTIFICATION HANG TAG	3006	Annual Fire Extinguisher Certification tag	1	\$10.00	\$10.00
2.	INSURANCE COMPLIANCE CHARGE COI	1007	INSURANCE COMPLIANCE CHARGE- FOR MAINTAINING RECORDS FOR INSURANCE COI'S	1	\$6.95	\$6.95
3.	VEHICLE MAINTENANCE W/FUEL SURCHARGE	1005	VEHICLE MAINTENANCE W/FUEL SURCHARGE	1	\$4.95	\$4.95
4.	FEE FOR DISPATCH W/ TRAVEL	1001	DISPATCH W/ TRAVEL TO GO TO JOBSITE	1	\$65.00	\$65.00
5.	5#ABC Reconditioned Fire Extinguisher	5102	5#ABC Reconditioned Fire Extinguisher - FOR UNIT THAT NEEDED TO BE RECHARGED/ 6YR MAINTENANCE	1	\$69.50	\$69.50

Ways to pay



Total\$156.40

Overdue10/18/2025

View and pay



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

Amount Now Due

\$4,903.79

Make Check Payable:
City of Tampa Utilities

Your Account Number

2175375



BILL DATE: 06/11/2026

PAY NEW CHARGES BY: AUTO PAY



1608
ENCORE COMMUNITY DEVELOPMENT
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

00002175375 0000490379

TO ENSURE PROMPT CREDIT PLEASE RETURN THE ABOVE PORTION OF BILL WITH YOUR PAYMENT.



ENCORE COMMUNITY DEVELOPMENT
3434 COLWELL AVE STE 200
TAMPA FL 33614

BILL DATE: 06/11/2026

Service For:

ENCORE COMMUNITY DEVELOPMENT
1237 E HARRISON ST

SERVICE TO: 06/08/2026

JUN 18 2026

Amount Now Due
\$4,903.79
Your Account Number
2175375

Water Customer Class
INDUSTRIAL

Water Usage History	
Months	Gallons (1000's)
JUN	510
MAY	373
APR	262
MAR	105
FEB	60
JAN	378
DEC	4
NOV	343
OCT	435
SEP	1139
AUG	2260
JUL	1040
JUN	809

Meter Number		Meter Readings		Days of Service	CCF (100 cu ft)	Gallons (1000's)
		Current	Previous			
10111234	WATER	850	813	33	37	28
10111234	WATER	11129	11012	33	117	88
17063414	WATER	6060	5533	33	527	394
12024493	WATER	193	192	33	1	1
12011270	WATER	2682	2682	33	0	0
LESS PAYMENTS						3,200.56CR
UTILITY TAX 10%						12.00
UTILITY TAX 10%						63.91
WATER BASE CHARGE 3"						120.00
WATER TIER 1 CHARGE						637.56
TBW PASS-THROUGH						1.54
WATER SUBTOTAL						759.10
WASTEWATER BASE CHARGE 3"						120.00
WASTEWATER CHARGE INSIDE						3,948.78

See Reverse Side for
additional information

Pay This Amount

\$4,903.79

DO NOT PAY - AUTO BANK PAYMENT SCHEDULED ON OR AFTER 06-25-2026



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

Page 1/4
Billing Date: Jun 01, 2026
Billing Period: Jun 01 – Jun 30, 2026

Hi ENCORE COMMUNITY DEVELOPMENT,

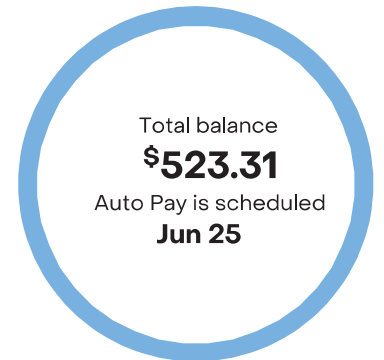
Thank-you for choosing Frontier, a Verizon Company. Have questions about your bill? Visit us at frontier.com/billing to learn more.

Bill history

Previous balance	\$523.31
Payment received by Jun 01, thank you	-\$523.31

Service summary

	Previous month	Current month
Bundle	\$441.85	\$441.85
Other	\$4.50	\$4.50
Taxes and Fees	\$76.96	\$76.96
Total services	\$523.31	\$523.31
Total balance		\$523.31



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 06022026 NNNNNN 01 002634 0012

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

You are all set with Auto Pay! To review your account, go to frontier.com or the MyFrontier app.



709006813223710109241200000000000000523315



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

06.01-06.30	FiberOptic Internet for Business 25/25	\$145.98
	Solutions Bundle Discount	-\$22.00
	Valued Customer Fiber 500 Upgrade	\$0.00
	Solutions Bundle Line	\$141.00
	Additional Line Unlimited	\$134.00
(2)	Federal Primary Carrier Multi Line Charge	\$29.98
(2)	Carrier Cost Recovery Surcharge	\$13.99
(2)	Multi-Line Federal Subscriber Line Charge	\$18.40
(2)	Access Recovery Charge Multi-Line Business	\$6.00
	Frontier Roadwork Recovery Surcharge	\$4.50
	Additional Line Discount	-\$30.00
Bundle Total		\$441.85



Other Charges

Monthly Charges

06.01-06.30	Printed Bill Fee	\$4.50
Other Charges Total		\$4.50



Taxes and Fees

	FCA Long Distance – Federal USF Surcharge	\$23.68
	Federal USF Recovery Charge	\$9.02
	Federal Excise Tax	\$0.88
Federal Taxes		\$33.58
	Tampa Utility Tax	\$19.81
	FL State Communications Services Tax	\$16.14
	FL State Gross Receipts Tax	\$6.04
(2)	Hillsborough County 911 Surcharge	\$0.80
	FL State Gross Receipts Tax	\$0.43
(2)	FL Telecommunications Relay Service	\$0.16
State Taxes		\$43.38

Taxes and Fees Total		\$76.96
-----------------------------	--	----------------

Total current month charges **\$523.31**

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 \$372.83 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.

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:
Jun 01, 2026
Billing Period:
Jun 01 – Jun 30, 2026

Account Activity

8132237101

Qty	Description	Order number	Effective date	Charge
	Additional Line Discount		2026-06-01	-\$30.00
	Solutions Bundle Discount		2026-06-01	-\$22.00
Total				-\$52.00

Frontier Bundled Video Service

Total Video Programming Charges

	Additional Line Discount	-\$30.00
Total		-\$30.00

813-223-7101

88/KQXA/166347/ /VZFL



KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 28, 2026

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

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

Invoice No. 3748831
6723-1

Re: General

For Professional Legal Services Rendered

04/01/26	S. Sandy	0.30	102.00	Confer regarding rate study
04/02/26	S. Sandy	1.80	612.00	Attend conference call regarding rate study; prepare rule regarding new lot connections; confer regarding same
04/08/26	S. Sandy	0.20	68.00	Confer with Watson regarding rate schedule
04/09/26	S. Sandy	3.10	1,054.00	Prepare for and attend board meeting; conduct follow up regarding same
04/10/26	D. Wilbourn	0.20	39.00	Board meeting follow up
04/11/26	G. Lovett	0.70	196.00	Monitor legislative process relating to matters impacting special districts
04/13/26	S. Sandy	0.90	306.00	Update lot 13 stormwater permit funding agreement; confer with Woodward regarding same
04/14/26	S. Sandy	0.90	306.00	Prepare published notices for public hearing on the revised chilled water rate schedule
04/14/26	D. Wilbourn	0.80	156.00	Prepare notices of hearing on revised chiller rates

KUTAK ROCK LLP

Encore CDD

May 28, 2026

Client Matter No. 6723-1

Invoice No. 3748831

Page 2

04/20/26	S. Sandy	0.40	136.00	Prepare and review FYE 2027 budget documents
04/30/26	D. Wilbourn	0.50	97.50	Prepare general election resolution and notices

TOTAL HOURS	9.80
-------------	------

TOTAL FOR SERVICES RENDERED	\$3,072.50
-----------------------------	------------

TOTAL CURRENT AMOUNT DUE	<u>\$3,072.50</u>
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**TRANE®**Trane U.S. Inc.
2313 S 20th Street
La Crosse, WI 54601
United States

Invoice

Invoice Number **315987743**

For questions please contact:

Tampa TCS SO FL

Tel: 813-877-8251

Fax: 813-877-8257

Remit Payment ToTrane U.S. Inc.
P. O. Box 406469
ATLANTA, GA 30384-6469Invoice Date **06-MAY-2026**Customer No. **958479**Reference No. **3117815**Internal Account **4205244**Payment Terms **NET 45**Payment Due Date **20-Jun-2026**

Discount Date

Bill ToENCORE 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 ToENCORE 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.

1350511799

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:	FL			

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-MAY-2026	BILL JOHNSON-GRIFFIN

Line	Description	Quantity	UOM	Unit Price	Extended Price
1	ENCORE COMMUNITY DEVELOPMENT D Line Note: Contract Type is BAS Monitoring Services; Billing Frequency is MONTHLY; Billing Period Begins on 05/01/2026	1			
2	ENCORE COMMUNITY DEVELOPMENT D Line Note: Contract Type is Select Maintenance; Billing Frequency is MONTHLY; Billing Period Begins on 05/01/2026	1			
3	ENCORE COMMUNITY DEVELOPMENT D Line Note: Contract Type is BAS Select Maintenance; Billing Frequency is MONTHLY; Billing Period Begins on 05/01/2026	1			
4	ENCORE COMMUNITY DEVELOPMENT D Line Note: Contract Type is Intelligent Services; Billing Frequency is MONTHLY; Billing Period Begins on 05/01/2026	1			



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

Statement Date: May 08, 2026

Amount Due: \$26,961.18

Due Date: May 29, 2026

Account #: 211006277308

DO NOT PAY. Your account will be drafted on May 29, 2026

Account Summary

Current Service Period: April 03, 2026 - May 04, 2026

Previous Amount Due	\$21,834.54
Payment(s) Received Since Last Statement	-\$21,834.54

Current Month's Charges	\$26,961.18
-------------------------	-------------

Amount Due by May 29, 2026 \$26,961.18

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 **75.07% higher** than the same period last year.



Your peak billing demand was **15.31% lower** than the same period last year.



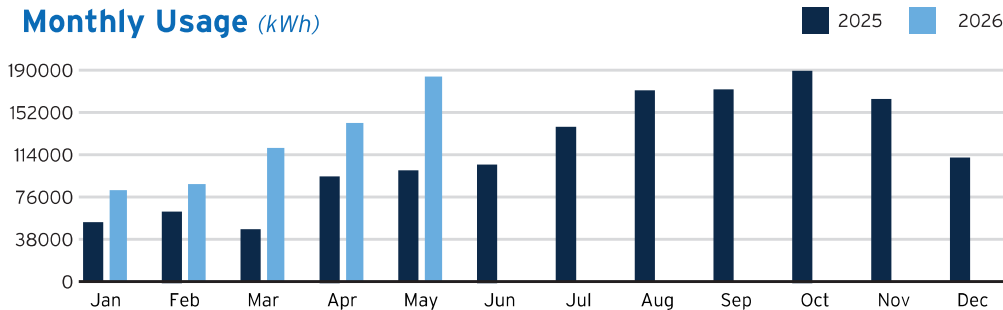
Scan here to view your account online.

**DON'T TOUCH
DOWNED
POWER LINES
OR POLES.**

Assume downed power lines and poles are energized, stay away, call 911, then call us at 877-588-1010.

[TampaElectric.com/PowerLineSafety](https://www.tampaelectric.com/PowerLineSafety)

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: May 29, 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: \$26,961.18

Payment Amount: \$ _____

639038930157

Your account will be
drafted on May 29, 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: May 08, 2026
Charges Due: May 29, 2026

Meter Read

Service Period: Apr 03, 2026 - May 04, 2026

Rate Schedule: General Service Demand -Time of Day

Meter Number	Read Date	Total Used	Billing Demand	Billing Period
C12781	05/04/2026	184,022 kWh	957 kW	32 Days

Charge Details



Electric Charges

Daily Basic Service Charge	32 days @ \$1.12000	\$35.84
Billing Demand Charge	957 kW @ \$6.73000/kW	\$6,440.61
Peak Demand Charge	201 kW @ \$12.34000/kW	\$2,480.34
Energy Charge - On Peak	13,539 kWh @ \$0.01322/kWh	\$178.99
Energy Charge - Off Peak	170,483 kWh @ \$0.00633/kWh	\$1,079.16

Fuel Charge

On-Peak	13,539 kWh @ \$0.03822/kWh	\$517.46
Off-Peak	170,483 kWh @ \$0.03376/kWh	\$5,755.51
Capacity Charge	957 kW @ \$0.72000/kW	\$689.04
Storm Protection Charge	957 kW @ \$2.02000/kW	\$1,933.14
Energy Conservation Charge	957 kW @ \$0.79000/kW	\$756.03
Environmental Cost Recovery	184,022 kWh @ \$0.00072/kWh	\$132.50
Clean Energy Transition Mechanism	957 kW @ \$1.15000/kW	\$1,100.55
Storm Surcharge	184,022 kWh @ \$0.01035/kWh	\$1,904.63
Florida Gross Receipt Tax		\$589.84

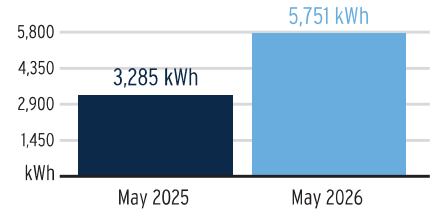
Electric Service Cost **\$23,593.64**

Franchise Fee \$1,545.38

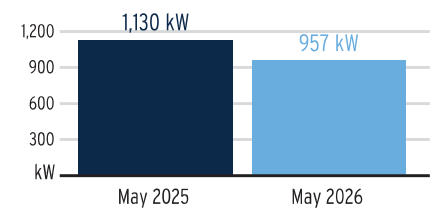
State Tax \$1,822.16

Total Electric Cost, Local Fees and Taxes **\$26,961.18**

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

\$26,961.18

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

Ways To Pay Your Bill



Bank Draft

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



In-Person

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



Mail A Check

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



Credit or Debit Card

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



Phone

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

All Other

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

Contact Us

Online:

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

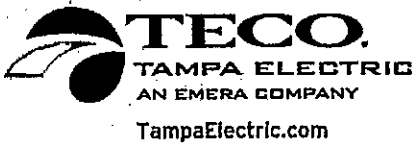
Power Outage:

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
1004 N NEBRASKA AVE, C
TAMPA, FL 33602-3041

Statement Date: June 05, 2026

Amount Due: \$44,283.94

Due Date: June 26, 2026
Account #: 211006278348

DO NOT PAY. Your account will be drafted on June 26, 2026

Account Summary

Current Service Period: May 01, 2026 - June 01, 2026

Previous Amount Due	\$32,201.21
Payment(s) Received Since Last Statement	-\$32,201.21
Current Month's Charges	\$44,283.94

Amount Due by June 26, 2026 \$44,283.94

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

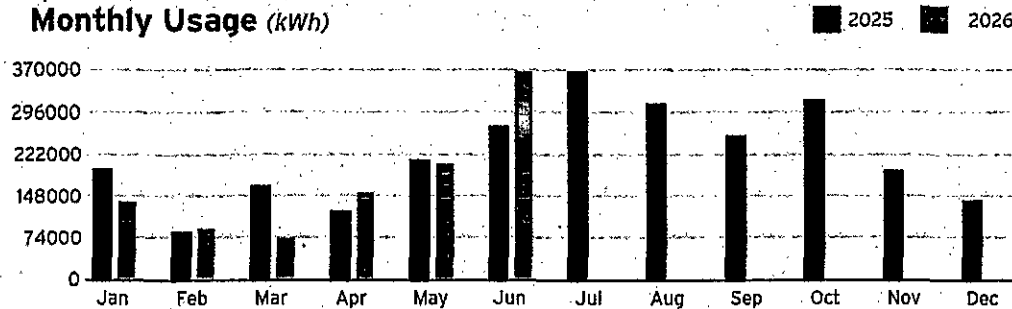
Your Energy Insight

- Your average daily kWh used was **27.27% higher** than the same period last year.
- Your peak billing demand was **18.83% 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 #: 211006278348

Due Date: June 26, 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: \$44,283.94

Payment Amount: \$ _____

630396992104

Your account will be drafted on June 26, 2026

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

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

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



Service For:
1004 N NEBRASKA AVE
C, TAMPA, FL 33602-3041

Account #: 211006278348
Statement Date: June 05, 2026
Charges Due: June 26, 2026

Meter Read

Service Period: May 01, 2026 - Jun 01, 2026

Rate Schedule: General Service Demand -Time of Day

Meter Number	Read Date	Current Reading	Previous Reading	= Total Used	Multiplier	Billing Period
2000000851	06/01/2026	649	197	72,320 kWh	160.0000	32 Days
2000000851	06/01/2026	5,320	3,038	365,120 kWh	160.0000	32 Days
2000000851	06/01/2026	4.67	0	747.2 kW	160.0000	32 Days
2000000851	06/01/2026	4.97	0	795.36 kW	160.0000	32 Days

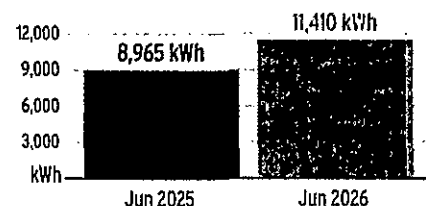
Charge Details



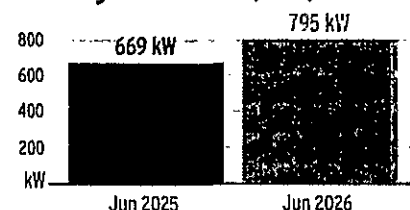
Electric Charges

Daily Basic Service Charge	32 days @ \$1.12000	\$35.84
Billing Demand Charge	795 kW @ \$6.73000/kW	\$5,350.35
Peak Demand Charge	747 kW @ \$12.34000/kW	\$9,217.98
Energy Charge - On Peak	72,320 kWh @ \$0.01322/kWh	\$956.07
Energy Charge - Off Peak	292,800 kWh @ \$0.00633/kWh	\$1,853.42
Fuel Charge		
On-Peak	72,320 kWh @ \$0.03822/kWh	\$2,764.07
Off-Peak	292,800 kWh @ \$0.03376/kWh	\$9,884.93
Capacity Charge	795 kW @ \$0.72000/kW	\$572.40
Storm Protection Charge	795 kW @ \$2.02000/kW	\$1,605.90
Energy Conservation Charge	795 kW @ \$0.79000/kW	\$628.05
Environmental Cost Recovery	365,120 kWh @ \$0.00072/kWh	\$262.89
Clean Energy Transition Mechanism	795 kW @ \$1.15000/kW	\$914.25
Storm Surcharge	365,120 kWh @ \$0.01035/kWh	\$3,778.99

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: June 05, 2026
Charges Due: June 26, 2026

Charge Details *Continued...*

Florida Gross Receipt Tax	\$969.87
Electric Service Cost	\$38,795.01
Franchise Fee	\$2,541.07
State Tax	\$2,947.86
Total Electric Cost, Local Fees and Taxes	\$44,283.94

Total Current Month's Charges

\$44,283.94

Load Factor



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

"Came As Is"



ENCORE COMMUNITY DEVELOPMENT
1237 E HARRISON ST
TAMPA, FL 33602

Statement Date: May 08, 2026

Amount Due: \$25,523.72

Due Date: May 29, 2026

Account #: 221009277932

DO NOT PAY. Your account will be drafted on May 29, 2026

Account Summary

Current Service Period: April 03, 2026 - May 04, 2026

Previous Amount Due \$12,099.27

Payment(s) Received Since Last Statement -\$12,099.27

Current Month's Charges \$25,523.72

Amount Due by May 29, 2026 \$25,523.72

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 **900%** higher than the same period last year.

 Your peak billing demand was **1843.55%** higher than the same period last year.



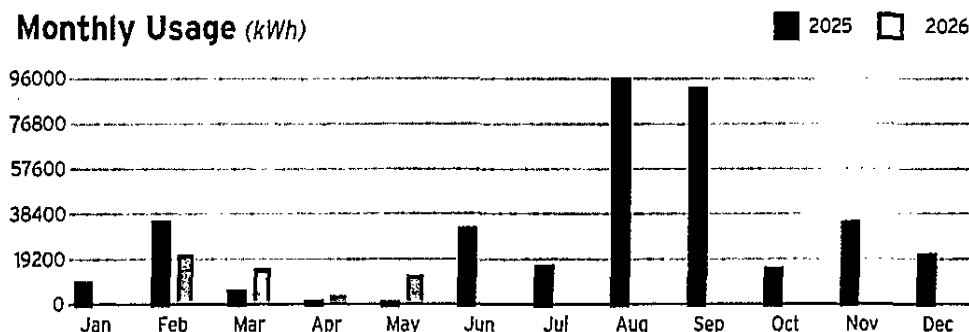
Scan here to view your account online.

**DON'T TOUCH
DOWNED
POWER LINES
OR POLES.**

Assume downed power lines and poles are energized, stay away, call 911, then call us at 877-588-1010.

TampaElectric.com/PowerLineSafety

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: May 29, 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: \$25,523.72

Payment Amount: \$ _____

651384509320

Your account will be drafted on May 29, 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 #: 21009277932
Statement Date: May 08, 2026
Charges Due: May 29, 2026

Meter Read

Meter Location: CHILLER

Service Period: Apr 03, 2026 - May 04, 2026

Rate Schedule: General Service Demand -Time of Day

Meter Number	Read Date	Total Used	Billing Demand	Billing Period
C31245	05/04/2026	13,120 kWh	1205 kW	32 Days

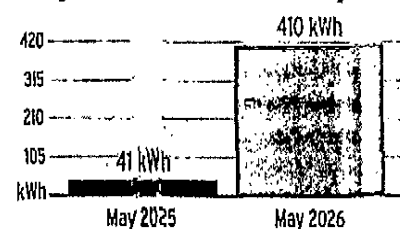
Charge Details



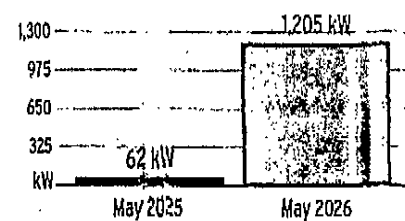
Electric Charges

Daily Basic Service Charge	32 days @ \$1.12000	\$35.84
Billing Demand Charge	1,205 kW @ \$6.73000/kW	\$8,109.65
Peak Demand Charge	592 kW @ \$12.34000/kW	\$7,305.28
Energy Charge - On Peak	1,103 kWh @ \$0.01322/kWh	\$14.58
Energy Charge - Off Peak	12,017 kWh @ \$0.00633/kWh	\$76.07
Fuel Charge		
On-Peak	1,103 kWh @ \$0.03822/kWh	\$42.16
Off-Peak	12,017 kWh @ \$0.03376/kWh	\$405.69
Capacity Charge	1,205 kW @ \$0.72000/kW	\$867.60
Storm Protection Charge	1,205 kW @ \$2.02000/kW	\$2,434.10
Energy Conservation Charge	1,205 kW @ \$0.79000/kW	\$951.95
Environmental Cost Recovery	13,120 kWh @ \$0.00072/kWh	\$9.44
Clean Energy Transition Mechanism	1,205 kW @ \$1.15000/kW	\$1,385.75
Storm Surcharge	13,120 kWh @ \$0.01035/kWh	\$135.80
Florida Gross Receipt Tax		\$558.30
Electric Service Cost		\$22,332.21
Franchise Fee		\$1,462.76
State Tax		\$1,728.75
Total Electric Cost, Local Fees and Taxes		\$25,523.72

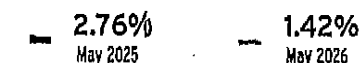
Avg kWh Used Per Day



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



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888-223-0800 (All Other Counties)

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Tab 13

Proposal for Paver Repair

Prepared For: Encore CDD

Contractor: Advanced Drainage Solutions (ADS)

Date Created: 07/09/2026

Proposal No. : 1289

Project Location: Ray Charles Blvd/Governor Street

Scope of Work

1. Resetting of displaced or damaged brick pavers in the identified area.
2. Regrading and preparation of the base material as needed to ensure proper paver placement and stability.
3. Installation of replacement pavers where existing units are damaged beyond reuse.
4. Final leveling, alignment, and cleanup of the work area upon completion.

Project Pricing

Not-to-Exceed Proposal Amount: \$1,450.00

Notes

This proposal includes all labor, materials, equipment, and necessary replacement pavers required to complete the described scope of work. Pricing includes an allowance for additional replacement pavers as needed to account for damaged or unusable existing pavers and to match the existing color, style, and pattern as closely as possible. Any additional repairs or work outside the outlined scope will require prior approval before proceeding. A site meeting can be scheduled upon request to review existing conditions, confirm the scope of work, and address any project-specific requirements prior to commencement.

Workmanship Warranty

ADS LLC warrants that all work performed under this proposal will be free from defects in workmanship for a period of one (1) year from the date of completion. This warranty covers installation and labor only and does not include damage caused by unforeseen conditions or factors beyond contractor control.

Rachel Welborn

Digitally signed by Rachel
Welborn

Date: 2026.07.09 11:52:27 -04'00'

Accepted date

Accepted by

Tab 14

**ENCORE
COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 W. Yamato Road ▪ Suite 301
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Encore Community Development District
Hillsborough County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of Encore Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the District as of September 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 21, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Grau & Associates

May 21, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Encore Community Development District, Hillsborough County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$6,963,752.
- The change in the District's total net position in comparison with the prior fiscal year was (\$439,934), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental fund reported an ending fund balance of \$190,606, an increase of \$57,302 in comparison with the prior fiscal year. The total fund balance is non-spendable for prepaid items and deposits and the remainder is unassigned fund balance which is available for spending at the District's discretion.
- At September 30, 2025, the District's enterprise fund reported an ending net position of \$4,623,263, a decrease of (\$373,834) in comparison with the prior fiscal year.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the District that are principally supported by assessments and Developer contributions (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the District include general government and maintenance functions. The business-type activities of the District include a chiller operation.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into two categories: governmental funds and proprietary funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains one governmental fund for external reporting. Information is presented in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance for the general fund. The general fund is considered a major fund.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Proprietary Fund

The District maintains one type of proprietary fund, an enterprise fund. An enterprise fund is used to report the same function presented as business-type activities in the government-wide financial statements. The District uses an enterprise fund to account for the chiller operations within the District.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION						
FISCAL YEARS ENDED SEPTEMBER 30,						
	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Current and other assets	\$ 316,403	\$ 243,549	\$ 4,125,509	\$ 4,453,239	\$ 4,441,912	\$ 4,696,788
Capital assets, net of depreciation	2,044,650	2,190,695	752,870	752,870	2,797,520	2,943,565
Total assets	2,361,053	2,434,244	4,878,379	5,206,109	7,239,432	7,640,353
Current liabilities	20,564	27,655	255,116	209,012	275,680	236,667
Total liabilities	20,564	27,655	255,116	209,012	275,680	236,667
Net position						
Investment in capital assets	2,044,650	2,190,695	752,870	752,870	2,797,520	2,943,565
Unrestricted	295,839	215,894	3,870,393	4,244,227	4,166,232	4,460,121
Total net position	\$ 2,340,489	\$ 2,406,589	\$ 4,623,263	\$ 4,997,097	\$ 6,963,752	\$ 7,403,686

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which cost of operations and depreciation expense exceeded the ongoing program revenues.

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION					
	FISCAL YEARS ENDED SEPTEMBER 30,					
	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program revenues						
Charges for services	\$ 398,216	\$ 362,762	\$ 1,565,777	\$ 1,376,279	\$ 1,963,993	\$ 1,739,041
Operating grants and contributions	-	-	280,000	632,401	280,000	632,401
General revenues	176	1,441	75,295	67,156	75,471	68,597
Total revenues	398,392	364,203	1,921,072	2,075,836	2,319,464	2,440,039
Expenses:						
General government	104,417	146,177	-	-	104,417	146,177
Maintenance and operations	360,092	324,044	-	-	360,092	324,044
Chiller operations	-	-	2,294,889	1,228,969	2,294,889	1,228,969
Total expenses	464,509	470,221	2,294,889	1,228,969	2,759,398	1,699,190
Change in net position	(66,117)	(106,018)	(373,817)	846,867	(439,934)	740,849
Transfers in (out), net	17	-	(17)	-	-	-
Increase (decrease) in net position	(66,100)	(106,018)	(373,834)	846,867	(439,934)	740,849
Net position - beginning	2,406,589	2,512,607	4,997,097	4,150,230	7,403,686	6,662,837
Net position - ending	\$ 2,340,489	\$ 2,406,589	\$ 4,623,263	\$ 4,997,097	\$ 6,963,752	\$ 7,403,686

Governmental activities

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025 was \$464,509. The costs of the District's activities were funded primarily by program revenues. Program revenues are comprised primarily of assessments in both fiscal years 2024 and 2025.

Business-type activities

For the fiscal year ended September 30, 2025, the cost of the business-type activities was \$2,294,889. The costs of those activities were paid by program revenues. Program revenues consisted of Developer contributions and charges to users of Chiller services for both the prior and current fiscal year. In total, expenses, including utilities and maintenance, increased from the prior fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

CAPITAL ASSETS

At September 30, 2025, the District had \$3,651,145 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$1,606,495 has been taken, which resulted in a net book value of \$2,044,650. The District's business-type activities reported net capital assets of \$752,870. More detailed information about the District's capital assets is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Encore Community Development District's Accounting Department at 3434 Colwell Avenue, Suite 200, Tampa Florida, 33614.

FINANCIAL STATEMENTS

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

	Primary Government		
	Governmental	Business-type	
	Activities	Activities	Total
ASSETS			
Cash	\$ 200,780	\$ 3,599,057	\$ 3,799,837
Due from Developer	-	70,000	70,000
Receivables, net	105,233	359,152	464,385
Due from other	200	-	200
Prepaid items and deposits	10,190	97,300	107,490
Capital assets:			
Depreciable assets, net	2,044,650	752,870	2,797,520
Total assets	2,361,053	4,878,379	7,239,432
LIABILITIES			
Accounts payable and accrued expenses	20,564	115,161	135,725
Unearned revenues	-	90,955	90,955
Due to Developer	-	49,000	49,000
Total liabilities	20,564	255,116	275,680
NET POSITION			
Investment in capital assets	2,044,650	752,870	2,797,520
Unrestricted	295,839	3,870,393	4,166,232
Total net position	\$ 2,340,489	\$ 4,623,263	\$ 6,963,752

See notes to the financial statements

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Charges for Services		Operating Grants and Contributions		Primary Government		
Functions/Programs	Expenses				Governmental Activities	Business-type Activities	Total
Primary government:							
Governmental activities:							
General government	\$ 104,417	\$ 104,417	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance and operations	360,092	293,799	-	(66,293)	-	-	(66,293)
Total governmental activities	464,509	398,216	-	(66,293)	-	-	(66,293)
Business-type activities:							
Chiller operations	2,294,889	1,565,777	280,000	-	(449,112)	(449,112)	(449,112)
Total business-type activities	2,294,889	1,565,777	280,000	-	(449,112)	(449,112)	(449,112)
Total primary government	2,759,398	1,963,993	280,000	(66,293)	(449,112)	(515,405)	
General revenues:							
Unrestricted investment income				176	75,295	75,471	
Interfund transfers				17	(17)	-	
Total general revenues				193	75,278	75,471	
Change in net position				(66,100)	(373,834)	(439,934)	
Net position - beginning				2,406,589	4,997,097	7,403,686	
Net position - ending				\$ 2,340,489	\$ 4,623,263	\$ 6,963,752	

See notes to the financial statements

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	Major Fund General	Total Governmental Fund
ASSETS		
Cash	\$ 200,780	\$ 200,780
Assessments receivable	105,233	105,233
Due from other	200	200
Prepaid items and deposits	10,190	10,190
Total assets	<u>\$ 316,403</u>	<u>\$ 316,403</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE		
Liabilities:		
Accounts payable and accrued liabilities	\$ 20,564	\$ 20,564
Total liabilities	<u>20,564</u>	<u>20,564</u>
Deferred inflows of resources:		
Unavailable revenues	105,233	105,233
Total deferred inflows of resources	<u>105,233</u>	<u>105,233</u>
Fund balance:		
Nonspendable for:		
Prepaid items and deposits	10,190	10,190
Unassigned	180,416	180,416
Total fund balance	<u>190,606</u>	<u>190,606</u>
Total liabilities, deferred inflows of resources and fund balance	<u>\$ 316,403</u>	<u>\$ 316,403</u>

Fund balance - governmental funds \$ 190,606

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	3,651,145	
Accumulated depreciation	<u>(1,606,495)</u>	2,044,650

Assets that are not available to pay for current-period expenditures are unavailable revenue on the fund financial statements.

	<u>105,233</u>	
Net position of governmental activities		<u>\$ 2,340,489</u>

See notes to the financial statements

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUND
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

	Major Fund General	Total Governmental Fund
REVENUES		
Assessments	\$ 375,573	\$ 375,573
Interest revenue	176	176
Total revenues	<u>375,749</u>	<u>375,749</u>
EXPENDITURES		
Current:		
General government	104,417	104,417
Maintenance and operations	214,047	214,047
Total expenditures	<u>318,464</u>	<u>318,464</u>
Excess (deficiency) of revenues over (under) expenditures	57,285	57,285
OTHER FINANCING SOURCES (USES)		
Interfund transfer in (out)	17	17
Total other financing sources (uses)	<u>17</u>	<u>17</u>
Net change in fund balance	57,302	57,302
Fund balance - beginning	<u>133,304</u>	<u>133,304</u>
Fund balance - ending	<u>\$ 190,606</u>	<u>\$ 190,606</u>
Net change in fund balance - total governmental funds		\$ 57,302
Amounts reported for governmental activities in the statement of activities are different because:		
Depreciation on capital assets is not recognized in the governmental fund statement but is reported as an expense in the statement of activities.		(146,045)
Revenues that do not provide current available resources are reported as unavailable revenues in the governmental funds but are recognized as revenues in the statement of activities.		<u>22,643</u>
Change in net position of governmental activities		<u>\$ (66,100)</u>

See notes to the financial statements

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
STATEMENT OF NET POSITION – PROPRIETARY FUND
SEPTEMBER 30, 2025**

ASSETS

Current assets:

Cash	\$ 3,599,057
Accounts receivable, net	359,152
Due from Developer	70,000
Prepaid expenses and deposits	97,300
Total current assets	<u>4,125,509</u>

Noncurrent assets:

Capital assets:

Construction in progress	752,870
Total noncurrent assets	<u>752,870</u>
Total assets	<u>4,878,379</u>

LIABILITIES

Current liabilities:

Accounts payable and accrued expenses	115,161
Due to Developer	49,000
Unearned revenue	90,955
Total current liabilities	<u>255,116</u>
Total liabilities	<u>255,116</u>

NET POSITION

Invested in capital assets	752,870
Unrestricted	3,870,393
Total net position	<u>\$ 4,623,263</u>

See notes to the financial statements

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENSES,
AND CHANGES IN NET POSITION
PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

Operating revenues:	
Charges for services:	
Chiller operations	\$ 1,556,306
Other operating revenues	9,471
Total operating revenues	<u>1,565,777</u>
Operating expenses:	
Chiller	2,236,241
Administrative and other	58,648
Total operating expenses	<u>2,294,889</u>
Operating income (loss)	<u>(729,112)</u>
Nonoperating revenues (expenses):	
Transfer to general fund	(17)
Developer contributions	280,000
Interest income	75,295
Total nonoperating revenues (expenses)	<u>355,278</u>
Change in net position	(373,834)
Total net position, beginning	<u>4,997,097</u>
Total net position, ending	<u>\$ 4,623,263</u>

See notes to the financial statements

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
STATEMENT OF CASH FLOWS – PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

CASH FLOW FROM OPERATING ACTIVITIES	
Receipts from customers and users	\$ 1,355,379
Payments for goods and services	<u>(2,273,707)</u>
Net cash provided (used) by operating activities	<u>(918,328)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Transfer to general fund	(17)
Proceeds from Developer contributions/advances	<u>572,885</u>
Net cash provided (used) by non-capital financing activities	<u>572,868</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest income	<u>75,295</u>
Net cash provided (used) by investing activities	<u>75,295</u>
Net increase in cash and cash equivalents	(270,165)
Cash and cash equivalents - October 1	<u>3,869,222</u>
Cash and cash equivalents - September 30	<u><u>\$ 3,599,057</u></u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	
Operating income (loss)	\$ (729,112)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:	
(Increase)/Decrease in:	
Accounts receivable	(210,398)
Prepaid expenses	(12,037)
Increase/(Decrease) in:	
Accounts payable	<u>33,219</u>
Total adjustments	<u>(189,216)</u>
Net cash provided (used) by operating activities	<u><u>\$ (918,328)</u></u>

See notes to the financial statements

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Encore Community Development District ("District") was established effective September 2, 2010 by Ordinance 2010-129 of the City of Tampa, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the qualified electors within the District. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment; operating-type special assessments for maintenance are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide and enterprise fund financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments, including debt service assessments and operation and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District and benefited by the District's activities. Operation and maintenance assessments are levied by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. Operation and maintenance special assessments are imposed upon all benefitted lands within the District. Debt service assessments are imposed upon certain lots and lands described in each resolution imposing the special assessment for each of the series of Bonds issued by the District. The District has not, and is not anticipated to, issue Bonds or levy debt service special assessments now or in the future.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental fund:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

The District reports the following major proprietary fund:

Chiller Operations Fund

The Chiller fund accounts for the Chiller operations of the District that are currently being financed in part with Developer contributions. Chiller operations are also funded by user fees charged to building owners pursuant to the rates, charges and fees adopted by the District.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the District's enterprise fund are charges to customers for sales and services. Operating expenses of the enterprise fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

As a general rule, the effect of interfund activity has been eliminated from government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Deposits and Investments

The District's cash on hand and demand deposits are considered to be cash and cash equivalents.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraphs c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Stormwater vault, pipes and structures	25

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

The District operated/maintained various public infrastructure improvements by way of a license agreement (including but not limited to the chiller plant, landscape, stormwater vault, solar park, etc.).

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Receivables

Receivables include amounts due from others for services provided by the District related to chiller operations. Receivables are recorded and revenues are recognized as earned as soon as service has been received by customers. Allowances for uncollectible receivables are based upon historical trends and the periodic aging of receivables.

Unearned Revenue

The District reports unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

As of September 30, 2025, the District did not have any outstanding debt.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) A public hearing is conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) Subject to the terms of the District's annual appropriations resolutions, all budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 5 – INTERLOCAL AGREEMENT

On June 22, 2010, the District entered into an interlocal agreement with the City of Tampa (the “City”), the Community Redevelopment Agency of the City of Tampa (the “CRA”), and the Housing Authority of the City of Tampa (the “THA”). In the agreement, the City and CRA agreed to pay certain Tax Increment Funds (“TIF”) from the Redevelopment Area to the District annually. The City will first use TIF to cover certain administration and maintenance costs of the CRA. Next, in the event the District defaults on material financial obligations, and to the extent necessary for the District to avoid bankruptcy, assignment for the benefit of creditors or to otherwise avoid insolvency of the District, TIF shall be made available to meet the shortfall in assessments due and owing by THA to the District for assessments for District maintenance expenses on real property owned by the THA at the time of the assessment and that specifically benefit such property.

As part of the agreement, it is anticipated that THA will own a Chiller Plant. The District, through its contractor, Trane, operates the chiller plant on behalf of the THA and for the benefit of the District residents and users. In lieu of providing for the costs of operating and maintaining the Chiller Plant and associated facilities in the annual operation and maintenance assessments levied by the District, the District shall charge user fees for delivery of chilled water.

All such user fees shall first be utilized to defray the costs of operating the Chiller Plant and associated facilities. Any revenue generated by the Chiller Plant in excess of operational costs shall be remitted to THA and, until all annual assessments of the District have been paid, shall be used by THA first to pay annual operations and maintenance assessments levied by the District on mixed income and affordable multi-family residential developments in which THA or an affiliated entity owns an interest within the Encore Project, and then, to pay annual operating and maintenance assessments due on vacant land owned by THA. In the event fees are inadequate to pay for maintenance and operation of the Chiller Plant, THA shall be responsible for funding the shortfall for the Chiller Plant Operations and maintenance.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Governmental activities				
Capital assets, being depreciated				
Stormwater vault, pipes and structures	\$ 3,651,145	\$ -	\$ -	\$ 3,651,145
Total capital assets, being depreciated	3,651,145	-	-	3,651,145
Less accumulated depreciation for:				
Stormwater vault, pipes and structures	1,460,450	146,045	-	1,606,495
Total accumulated depreciation	1,460,450	146,045	-	1,606,495
Total capital assets, being depreciated, net	2,190,695	(146,045)	-	2,044,650
Governmental activities capital assets, net	<u>\$ 2,190,695</u>	<u>\$ (146,045)</u>	<u>\$ -</u>	<u>\$ 2,044,650</u>
Business type activities				
Capital assets, not being depreciated				
Construction in progress	\$ 752,870	\$ -	\$ -	\$ 752,870
Total capital assets, not being depreciated	752,870	-	-	752,870
Business type activities capital assets, net	<u>\$ 752,870</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 752,870</u>

In a prior fiscal year, the District began construction on Lot 12 piping project which is expected to be completed in a following fiscal year. Depreciation expense was charged to the maintenance and operations function.

NOTE 7 – DEVELOPER TRANSACTIONS

The Developer owns a portion of land within the District; therefore, assessment revenues in the general fund include the assessments levied on those lots owned by the Developer.

The Developer has also agreed to fund the operations of the Chiller plant as mentioned in Note 5 above. Pursuant to the agreement the Developer contributed \$280,000 in the current fiscal year, of which \$70,000 is due from the Developer as of September 30, 2025.

During a prior fiscal year, the Developer advanced the Chiller Operations Fund \$49,000 to help cover its operational costs due to a cash shortfall.

NOTE 8 – ASSESSMENTS

As of September 30, 2025, the District has recorded a receivable balance for delinquent assessments of \$105,233 which is classified as unavailable.

NOTE 9 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 10 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 11 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. Certain assets were not covered by commercial insurance for the current fiscal year. There were no settled claims during the past three years.

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

	Budgeted		Actual	Variance with
	Original & Final		Amounts	Final Budget - Positive (Negative)
REVENUES				
Assessments	\$ 395,686		\$ 375,573	\$ (20,113)
Interest	-		176	176
Total revenues	395,686		375,749	(19,937)
EXPENDITURES				
Current:				
General government	92,871		104,417	(11,546)
Maintenance and operations	302,815		214,047	88,768
Total expenditures	395,686		318,464	77,222
Excess (deficiency) of revenues over (under) expenditures	-		57,285	57,285
OTHER FINANCING SOURCES (USES)				
Interfund transfers	-		17	17
Total other financing sources (uses)	-		17	17
Net change in fund balances	<u>\$ -</u>		57,302	<u>\$ 57,302</u>
Fund balance - beginning			<u>133,304</u>	
Fund balance - ending			<u>\$ 190,606</u>	

See notes to required supplementary information

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

**ENCORE COMMUNITY DEVELOPMENT DISTRICT
HILLSBOROUGH COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	3
Employee compensation	\$0
Independent contractor compensation	\$47,055
Construction projects to begin on or after October 1; (>\$65K)	N/A
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Non ad valorem special assessments;	
Special assessment rate FYE	Operations and maintenance - \$1,674 - \$44,293.63 Debt service - N/A
Special assessments collected	\$375,573
Outstanding Bonds:	N/A



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Encore Community Development District
Hillsborough County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, and each major fund of Encore Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated May 21, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Grau & Associates

May 21, 2026



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

1001 W. Yamato Road ▪ Suite 301
Boca Raton, Florida 33431
(561) 994-9299 ▪ (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Encore Community Development District
Hillsborough County, Florida

We have examined Encore Community Development District, Hillsborough County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

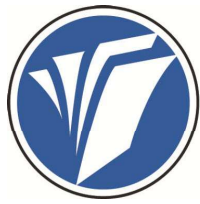
We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Encore Community Development District, Hillsborough County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

May 21, 2026



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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Encore Community Development District
Hillsborough County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Encore Community Development District, Hillsborough County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated May 21, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 21, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Encore Community Development District, Hillsborough County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Encore Community Development District, Hillsborough County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

May 21, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.