

**SPENCER CREEK
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
JULY 7, 2022**

**SPENCER CREEK
COMMUNITY DEVELOPMENT DISTRICT AGENDA
THURSDAY, JULY 7, 2022 AT 2:00 P.M.
THE OFFICES OF MERITUS DISTRICTS
LOCATED AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607**

District Board of Supervisors	Chair Vice- Chair Supervisor Supervisor Supervisor	Kelly Evans Laura Coffey Lori Campagna Jeffery Hills Nicholas Dister
District Manager	Inframark	Bryan Radcliff
District Attorney	Straley, Robin, Vericker	John Vericker
District Engineer	Stantec	Tonja Stewart

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of different sections:

The meeting will begin at **2:00 p.m.** Following the **Call to Order**, the public has the opportunity to comment on posted agenda items during the second section called **Public Comments on Agenda Items**. Each individual is limited to **three (3) minutes** for such comment. The Board is not required to take action at this time, but will consider the comments presented as the agenda progresses. The third section is called **Business Items**. This section contains items for approval by the District Board of Supervisors that may require discussion, motions, and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Consent Agenda**. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Vendor/Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The sixth section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet the District's needs. The final section is called **Audience Questions, Comments and Discussion Forum**. This portion of the agenda is where individuals may comment on matters that concern the District. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

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

Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

Spencer Creek Community Development District

Dear Supervisors,

The Regular Meeting of the Board of Supervisors of the Spencer Creek Community Development District will be held on **Thursday, July 7, 2022 at 2:00 p.m. at the office of Meritus located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607**. Please let us know 24 hours before the meeting if you wish to call in for the meeting. Following is the agenda for the meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Resolution 2022-03; Setting Public Hearing for Rules for Towing Policy and Non-Resident Fees.....Tab 01
 - B. Discussion on Amended & Restated Landscape Maintenance Agreement.....Tab 02
 - C. General Matters of the District
- 4. CONSENT AGENDA**
 - A. Consideration of Minutes of the Regular Meeting June 02, 2022.....*Under Separate Cover*
 - B. Consideration of Operation and Maintenance Expenditures May 2022.....Tab 03
 - C. Review of Financial Statements Month Ending May 31, 2022.....Tab 04
- 5. VENDOR/STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager.....Tab 05
- 6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**
- 7. AUDIENCE QUESTIONS AND COMMENTS AND DISCUSSION FORUM**
- 8. ADJOURNMENT**

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,
Bryan Radcliff
District Manager

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S ADOPTION OF ITS AMENITY RULES AND RATES AND A PARKING AND TOWING POLICY; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the provisions of Chapters 120 and 190, Florida Statutes, among others, the District is authorized to adopt rules regarding the operation of the District; and

WHEREAS, the District desires to adopt rules for use of the District's recreational facilities and amenities, non-resident rates for use of the amenities and clubhouse rental, and a parking and towing policy (collectively, the "Rules"), which are attached hereto as **Composite Exhibit A**; and

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

Section 1. A public hearing will be held to adopt the Rules on August 4, 2022, at 2:00 p.m., at the offices of Inframark located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

Section 2. The District Manager is directed to publish notice of the hearing in accordance with Chapters 120 and 190, Florida Statutes.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 7TH DAY OF JULY, 2022.

ATTEST:

**SPENCER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

Composite Exhibit A: Proposed Rules

AMENDED AND RESTATED LANDSCAPE MAINTENANCE AGREEMENT

This Amended and Restated Landscape Maintenance Agreement (the “**Agreement**”) is made and entered into effective the 2nd day of June, 2022, by and between the Spencer Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida, whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the “**District**”), and Steadfast Contractors Alliance, LLC, a Florida limited liability company, whose mailing address is 30435 Commerce Drive, Unit 102, San Antonio, Florida 33576 (the “**Contractor**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, recreation amenities, landscaping, and other infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

WHEREAS, Contractor, represents that it has the skills, knowledge, and ability to provide such operation and management services to the District in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor agree that this Agreement amends and supersedes the Landscape Maintenance Agreement dated August 5, 2021; and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the “**Parties**”), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

Section 2. Contractor’s Obligation. The Contractor will provide landscape maintenance services for certain lands within and around the District. Specifically, Contractor shall provide the services for the Amenity Center, Roundabout, New Hedge along 15th Street and Common Areas identified in **Exhibit “A”**, which is attached hereto and incorporated herein by reference (the “**Proposal**”). Contractor shall provide all labor and equipment necessary for such service unless otherwise identified in **Exhibit “A”**. The Contractor shall submit a written report to the District each month detailing the work that was performed that month.

Section 3. Billing and Payment. The District agrees to compensate the Contractor for the work described in the Proposal at the rate of \$8,642.34 total per month. Each month the Contractor

shall submit an invoice to the District for the work performed the previous month. The District shall pay the Contractor within forty-five (45) days of receipt of invoices.

Section 4. Care of the Property. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within twenty-four (24) hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages.

Section 5. Insurance. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District obtaining the required insurance.

Section 6. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District. Contractor and District agree

that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District.

Section 7. Indemnification. Contractor agrees to indemnify and hold harmless the District and its officers, agents, and employees from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorneys fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

Section 8. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 9. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arms length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

Section 10. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 11. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties, as follows:

- a. If to Contractor: Steadfast Contractors Alliance, LLC
30435 Commerce Drive, Unit 102
San Antonio, Florida 33576
Attn: Manager
- b. If to District: Spencer Creek
Community Development District
c/o Inframark
2005 Pan Am Circle, #300
Tampa, Florida 33607

Section 12. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

Section 13. Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.

Section 14. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Hillsborough County, Florida.

Section 15. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

Section 16. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

Section 17. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-873-7300, OR BY EMAIL AT BRYAN.RADCLIFF@INFRAMARK.COM OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

Section 18. Enforcement of Agreement. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

Section 19. Effective Date and Term. The Effective Date of this Agreement is June 2, 2022. This Agreement is for a term of twelve (12) months and, unless terminated in accordance herewith, may be automatically renewed for a one (1) year term.

Section 20. Cancellation. District may terminate this Agreement without cause upon thirty (30) days written notice to Contractor. Contractor may terminate this Agreement without cause upon sixty (60) days written notice to District. In the event either party cancels this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of cancellation for the work performed up to that date.

Section 21. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. To the extent that anything contained within **Exhibit "A"** conflicts with anything contained within this Agreement, this Agreement shall control.

Section 22. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

Section 23. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report

of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

Section 24. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

Section 25. E-Verify. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

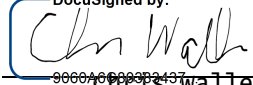
- c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

Section 26. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

Section 27. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Steadfast Contractor's Alliance, LLC

DocuSigned by:

90664C6893B2437
Name: Chris Wallen
Title: Division Manager
Date: 6/17/2022

**Spencer Creek
Community Development District**

DocuSigned by:

F066C10D882E407...
Name: Kelly Evans
Title: Chair of the Board of Supervisors
Date: 6/16/2022

Exhibit “A”

Contractor’s Proposal



Steadfast
Maintenance Division
 30435 Commerce Drive, Suite 102
 San Antonio, FL 33576
 844-347-0702 | office@steadfastalliance.com

Landscape Maintenance Addendum

Spencer Creek CDD

Addendum # 1

April 11, 2022

Spencer Creek CDD
 c/o Meritus Corp
 2005 Pan Am Circle, Suite 300
 Tampa, FL 33607

Attn: Bryan Radcliff

This First Addendum to the Agreement Between Spencer Creek CDD and Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast for Landscape and Irrigation Maintenance Services (this "First Addendum"), is made and entered into as of August 5, 2021.

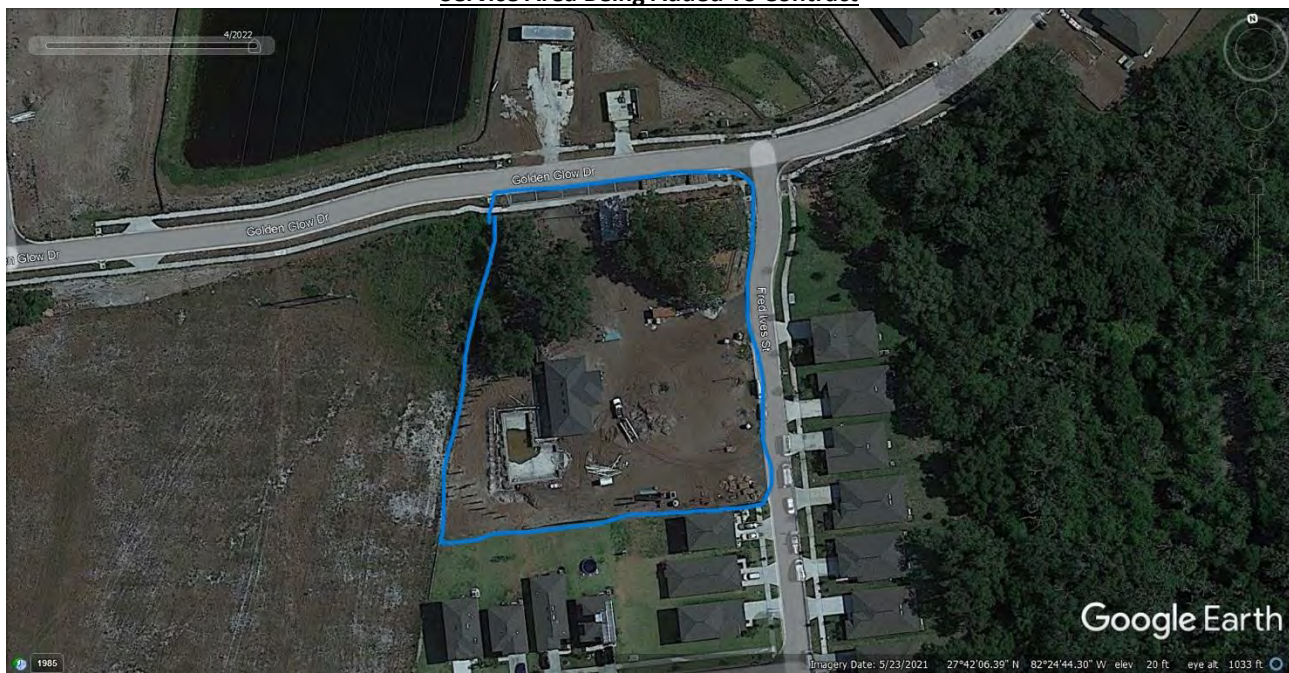
Additional Service areas being added:

Amenity, Roundabout and New Hedge along 15th Street

Service	Price per Month	Price Per Year
General Maintenance Services	\$821.94	\$9,863.33
Water Management	\$168.00	\$2,016.00
Fertilization Plan	\$117.50	\$1,410.00
Total	\$1,107.44	\$13,289.33

*** Amenity Center that was included on original contract was verbally removed at signing of contract but not written out of the contract. It has not been billed. This addendum is adding the Amenity Center and surrounding areas to the contract.**

Service Area Being Added To Contract





New Monthly Contract Rates

Service	Price per Month	Price Per Year
General Maintenance Services	\$6,849.40	\$82,192.80
Water Management	\$368.00	\$4,416.00
Fertilization Plan	\$317.50	\$3,810.00
Total	\$7,534.90	\$90,418.80

Agreement

The contract will run for one year starting _____. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the landscape appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, here after referred to as Landscaper, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licensees will be provided if requested by client. Landscaper will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.

Landscape Maintenance Program

- Mowing:** Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean, and uncluttered appearance at least 41 times per calendar year depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season, April through October, and every other week during the non-growing season or as needed November through March. Lake banks and retention areas will be mowed to the water's edge. Retention areas too wet for mowing will be mowed once ground is firm enough for normal safe operation.
- Turf Trimming:** Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by weed eaters. When weed eating, a continuous cutting height will be maintained to prevent scalping.
- Edging:** All turf edges of walks, curbs, and driveways shall be performed every mowing. A soft edge of all bed areas will be performed every other mowing. A power edger will be used for this purpose. A weed-eater may be used only in areas not accessible to power edger.
- Pruning:** All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of 12 times per calendar year to ensure the following:



- a. Maintain all sidewalks to eliminate any overhanging branches of or foliage, which obstructs and hinders pedestrian or motor traffic.
 - b. Retain the individual plant's natural form and to prune to eliminate branches, which are rubbing against walls and roofs.
 - c. The removal of dead, diseased, or injured branches and palms will be performed as needed.
 - d. Ground covers and vines maintain a neat, uniform appearance.
5. **Pest Control and Fertilization: Fertilization of St Augustine and Bermuda Turf shall be performed six (6) times per year.** Shrubs and ground covers will be inspected four (4) times per year and fertilized at rates designed to address site-specific nutritional needs. Trees will be fertilized two (2) times per year at rates designed to address site-specific nutritional needs. All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the year. We employ an IPM (Integrated Pest Management) program, which calls for chemicals to be used only as needed. Any infestations will be treated on an as needed basis. Plants will be monitored, and issues addressed as necessary to effectively control insect infestations and disease as environmental, horticultural, and weather conditions permit.
6. **Irrigation:**
- a. Water Management / Irrigation System Initial Inspection: At the commencement of the contract, the contractor will perform a complete evaluation of the system. Contractor will provide the Owner with a summary of each clock and zone operation. Contractor will submit recommendations for all the necessary repairs and improvements to the system with an itemized cost for completing the proposed work.
 - b. Throughout the contract, all irrigation zones throughout the turf areas and planting beds shall be inspected once a month to insure proper operation. Repairs will be made on a time and materials basis. Contractor is not responsible for turf or plant loss due to water restrictions.
7. **Weeding:** Weeds will be removed from all plant, tree, and flower beds once a month during the non-growing season and twice a month during the growing season (12 times per year) or as necessary to keep beds weed free. Manual (hand pulling) and chemical (herbicides) will be used as control methods.
8. **Clean-Up:** All non-turf areas will be cleaned with a backpack or street blower. All trash shall be picked up throughout the common areas before each mowing. Trash shall be disposed of offsite.

Compensation

Contractor agrees to provide all the above services for the fees stated above in the summary. An invoice will be delivered by the third week of the current month's service. It is agreed that the invoice will be paid within 30 days of submittal.

Conditions:

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3.5% cost of living increase. Either party may cancel this contract, with or without cause, with a sixty (60) day written notice by certified mail.



Steadfast Maintenance Division

30435 Commerce Drive, Suite 102

San Antonio, FL 33576

844-347-0702 | office@steadfastalliance.com

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases the Contractor's costs associated with providing the services under this Agreement, the Contractor reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Contractor must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____ day of 4/12/2022 2022.

Spencer Creek Community Development District

DocuSigned by:

Kelly Evans

Signature of Representative

VP

Title

Steadfast

Chris Wash

Signature of Owner or Agent

Division Manager

Title

Spencer Creek Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Inframark	76821	\$ 4,928.09		District Management Services - April 2022
Sitex Aquatics	6140B	765.00		Monthly Waterway Maintenance - May 2022
SteadFast	6432	1,107.44		Landscape Maintenance - April 2022
SteadFast	6510	7,534.90	\$ 8,642.34	Landscape Maintenance - May 2022
Monthly Contract Sub-Total		\$ 14,335.43		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Tampa Electric	221008452437 050322	\$ 4,293.66		Electric Service thru 04/27/2022
Tampa Electric	221008474837 050322	487.04	\$ 4,780.70	Electric Service thru 04/27/2022
Utilities Sub-Total		\$ 4,780.70		
Regular Services				
Egis	15539	\$ 5,068.00		Policy #100121399 thru 10/01/2022 - Florida Insurance Alliance (Add Property) - 5/03/2022
Straley Robin Vericker	21412	270.50		Professional Services thru 04/15/2022
Tampa Bay Times	189465 050422	299.50		Advertising Services thru 05/04/2022
Tampa Bay Times	189465 050822	937.00	\$ 1,236.50	Advertising Services thru 05/06/2022
Regular Services Sub-Total		\$ 6,575.00		
Additional Services				
Additional Services Sub-Total		\$ 0.00		

**Spencer Creek Community Development District
Summary of Operations and Maintenance Invoices**

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
TOTAL:		\$ 25,691.13		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

Meritus Districts
A Division of Inframark, LLC

INVOICE

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

INVOICE#
#76821

DATE
4/29/2022

CUSTOMER ID
C2312

NET TERMS
Net 30

PO#

DUE DATE
5/29/2022

BILL TO

Spencer Creek CDD
2005 Pan Am Cir Ste 700
Tampa FL 33607-2380
United States

Services provided for the Month of: April 2022

DESCRIPTION	QTY	UOM	RATE	AMOUNT
Copies - B/W Copies- April	10	Ea	0.15	1.50
Postage - Postage- April	3	Ea	0.53	1.59
Website Maintenance - Website Maintenance / Admin	1	Ea	125.00	125.00
Dissemination Services - Dissemination Services	1	Ea	350.00	350.00
Accounting Services - Accounting Services	1	Ea	750.00	750.00
Field Management - Field Management	1	Ea	1,200.00	1,200.00
District Management Services - District Management	1	Ea	2,500.00	2,500.00
Subtotal				4,928.09

Subtotal \$4,928.09

Tax \$0.00

Total Due \$4,928.09

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

Please include CUSTOMER ID and the invoice number on the check stub of your payment.
Phone: 813-397-5122 | Fax: 813-873-7070



Invoice

7643 Gate Parkway
Suite# 104-167
Jacksonville, FL 32256

Date	Invoice #
5/1/2022	6140B

Bill To

Spencer Creek CDD
Meritus Corp
Mr. Brian Howell
2005 Pan Am Circle suite 300
Tampa, FL 33607

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Monthly Waterway Maintenance- 13 Ponds-May	765.00	765.00
		Balance Due	\$765.00

53900 / 4307



Steadfast Contractors Alliance, LLC

30435 Commerce Drive, Suite 102 | San Antonio, FL 33576
844-347-0702 | ar@steadfastalliance.com

Invoice

Date	Invoice #
4/1/2022	SM-6432

Please make all Checks payable to:
Steadfast Contractors Alliance
Tax ID: 83-2711799

Bill To

Spencer Creek CDD
c/o Meritus
2005 Pan Am Circle, Suite 300
Tampa, FL 33607
US

Ship To

SCA00536 Spencer Creek CDD
1502 Tiger Tooth Place
Ruskin, FL 33570
USA

P.O. No.	W.O. No.	Account #	Cost Code	Terms	Project
				Net 30	SCA00536 Spencer Creek CDD
Quantity	Description		Rate	Serviced Date	Amount
	Landscape Maintenance for the month of April 2022				
	Addendum 1				
1	Core Landscape Maintenance		821.94		821.94
1	Water Management		168.00		168.00
1	Fertilization Plan		117.50		117.50

Accounts over 60 days past due will be subject to credit hold and services may be suspended. All past due amounts are subject to interest at 1.5% per month plus costs of collection including attorney fees if incurred.

Total	\$1,107.44
Payments/Credits	\$0.00
Balance Due	\$1,107.44

of Ar.

539014604

**Invoice #**

30435 Commerce Drive, Suite 102 | San Antonio, FL 33576

Date _____

Invoice #

SM-6510

Steadfast Contractors Alliance

Bill To

Ship To

P.O. No.

W.O. No.

Account #**Cost Code**

Terms

Project

Net 30

SCA00536 Spencer Creek CDD

Quantity

Description

Rate

Serviced Date

Amount

Landscape Maintenance for the month of May 2022

****Pricing includes the addition of Addendum # 1.**

1

Core Landscape Maintenance

6,849.40

6,849.40

1

Water Management

368.00

368.00

1

Fertilization Plan

317.50

317.50

Total

\$7,534.90

[illegible]

\$0.00

Balance Due	
-------------	--

\$7,534.90

53900/4604



ACCOUNT INVOICE

tampaelectric.com



Statement Date: 05/03/2022

Account: 221008452437

SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT
14TH AVE SE AND 15TH ST SE
RUSKIN, FL 33570

Current month's charges:	\$4,293.66
Total amount due:	\$4,293.66
Payment Due By:	05/24/2022

Your Account Summary

Previous Amount Due	\$3,727.28
Payment(s) Received Since Last Statement	-\$3,727.28
Current Month's Charges	\$4,293.66
Total Amount Due	\$4,293.66



DOWNED IS DANGEROUS!

If you see a downed power line,
move a safe distance away and call 911.

Visit tampaelectric.com/safety
for more safety tips.

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

Save Energy. Save Money.

It's never been easier with help from our many rebate programs for business.
tampaelectric.com/bizsave

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221008452437

Current month's charges:	\$4,293.66
Total amount due:	\$4,293.66
Payment Due By:	05/24/2022

Amount Enclosed \$

672371278887



SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Account: 221008452437
Statement Date: 05/03/2022
Current month's charges due 05/24/2022

Details of Charges – Service from 03/29/2022 to 04/27/2022

Service for: 14TH AVE SE AND 15TH ST SE, RUSKIN, FL 33570

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge	1786 kWh @ \$0.03079/kWh	\$54.99
Fixture & Maintenance Charge	94 Fixtures	\$1417.52
Lighting Pole / Wire	96 Poles	\$2452.80
Lighting Fuel Charge	1786 kWh @ \$0.04060/kWh	\$72.51
Storm Protection Charge	1786 kWh @ \$0.01028/kWh	\$18.36
Clean Energy Transition Mechanism	1786 kWh @ \$0.00033/kWh	\$0.59
Florida Gross Receipt Tax		\$3.76
Franchise Fee		\$263.34
Municipal Public Service Tax		\$9.79

Lighting Charges

\$4,293.66

Total Current Month's Charges

\$4,293.66

Important Messages

Be prepared this storm season

Visit your county's emergency management website to determine your flood zone, your hurricane evacuation zone, get flood depth data, flood insurance information or help with property flood protection.

Help for those with special needs

Emergency authorities can assist with arranging transportation or finding a shelter for those with special needs. A statewide registry provides county health departments and emergency management agencies with information to prepare and respond to disasters. Visit floridadisaster.org to learn more.

More clean energy to you

Tampa Electric has reduced its use of coal by more than 90% over the past 20 years and has cut its carbon footprint in half. This is all made possible through investments in technology that help us use more solar and cleaner, domestically produced natural gas to produce electricity. Today, Tampa Electric is the state's top producer of solar energy per customer. Our diverse fuel mix for the 12-month period ending March 2022 includes Natural Gas 78%, Purchased Power 10%, Solar 6%, Coal 6% and less than one percent of oil. Visit tampaelectric.com/solar to learn more.





ACCOUNT INVOICE

tampaelectric.com



Statement Date: 05/03/2022

Account: 221008474837

SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT
1643 FRED IVES ST, CLBHSE
RUSKIN, FL 33570-5745

Current month's charges:	\$487.04
Total amount due:	\$487.04
Payment Due By:	05/24/2022

Your Account Summary

Previous Amount Due	\$200.90
Payment(s) Received Since Last Statement	-\$200.90
Current Month's Charges	\$487.04
Total Amount Due	\$487.04



DOWNED IS DANGEROUS!

If you see a downed power line,
move a safe distance away and call 911.

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for more safety tips.

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Save Energy. Save Money.

It's never been easier with help from our many rebate programs for business.
tampaelectric.com/bizsave

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221008474837

Current month's charges:	\$487.04
Total amount due:	\$487.04
Payment Due By:	05/24/2022

Amount Enclosed \$

672371278888

00001670 02 AB 0 46 33607 FTECO10503222222710 00000 05 01000000 002 05 21337 006

SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Received

MAY 09 2022

Account: 221008474837
Statement Date: 05/03/2022
Current month's charges due 05/24/2022

Details of Charges – Service from 03/29/2022 to 04/27/2022

Service for: 1643 FRED IVES ST, CLBHSE, RUSKIN, FL 33570-5745

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000240439	04/27/2022	5,590		1,779		3,811 kWh	1	30 Days

Daily Basic Service Charge	30 days @ \$0.74000	\$22.20
Energy Charge	3,811 kWh @ \$0.07035/kWh	\$268.10
Fuel Charge	3,811 kWh @ \$0.04126/kWh	\$157.24
Storm Protection Charge	3,811 kWh @ \$0.00315/kWh	\$12.00
Clean Energy Transition Mechanism	3,811 kWh @ \$0.00402/kWh	\$15.32
Florida Gross Receipt Tax		\$12.18

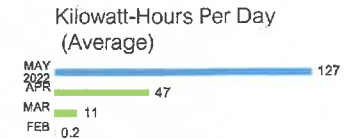
Electric Service Cost

\$487.04

Total Current Month's Charges

\$487.04

Tampa Electric Usage History



Important Messages

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Visit your county's emergency management website to determine your flood zone, your hurricane evacuation zone, get flood depth data, flood insurance information or help with property flood protection.

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INVOICE

Customer	Spencer Creek Community Development District
Acct #	907
Date	05/03/2022
Customer Service	Charisse Bitner
Page	1 of 1

Spencer Creek Community Development District
c/o Meritus Corp
2005 Pan Am Circle, Ste 300
Tampa, FL 33607

Payment Information	
Invoice Summary	\$ 5,068.00
Payment Amount	
Payment for:	Invoice#15539
100121399	

Thank You

Please detach and return with payment



Customer: Spencer Creek Community Development District

Invoice	Effective	Transaction	Description	Amount
15539	04/26/2022	Policy change	Policy #100121399 10/01/2021-10/01/2022 Florida Insurance Alliance Package - Add Property Due Date: 5/3/2022 <div style="text-align: center; font-size: 2em;">53900 4502</div>	5,068.00
				Total
				\$ 5,068.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC	(321)233-9939	Date
Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	sclimer@egisadvisors.com	05/03/2022

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400 * Facsimile (813) 223-5043

Federal Tax Id. - 20-1778458

Spencer Creek Community Development District
c/o Meritus Districts
2005 Pan Am Circle, Ste 300
Tampa, FL 33607

April 26, 2022

Client: 001511

Matter: 000001

Invoice #: 21412

Page: 1

RE: General

For Professional Services Rendered Through April 15, 2022

SERVICES

Date	Person	Description of Services	Hours	Amount
4/6/2022	LB	PREPARE DRAFT QUARTERLY REPORT FOR PERIOD ENDED MARCH 31, 2022 RE SERIES 2019 BONDS.	0.2	\$33.00
4/8/2022	LB	PREPARE DRAFT RESOLUTION SETTING PUBLIC HEARING ON FY 2022/2023 O&M ASSESSMENTS AND BUDGET.	0.4	\$66.00
4/13/2022	VTS	REVIEW RESOLUTION ADOPTING FISCAL YEAR 2022-2023 PROPOSED BUDGET; REVIEW QUARTERLY REPORT FOR SERIES 2019 BONDS.	0.4	\$122.00
4/13/2022	LB	FINALIZE RESOLUTION APPROVING FY 2022/2023 PRELIMINARY BUDGET AND SETTING PUBLIC HEARING ON SAME; PREPARE CORRESPONDENCE TO B. CRUTCHFIELD TRANSMITTING RESOLUTION; FINALIZE QUARTERLY REPORT; PREPARE CORRESPONDENCE TO DISSEMINATION AGENT TRANSMITTING QUARTERLY REPORT FOR PERIOD ENDED MARCH 31, 2022.	0.3	\$49.50
Total Professional Services			1.3	\$270.50

April 26, 2022

Client: 001511

Matter: 000001

Invoice #: 21412

Page: 2

Total Services	\$270.50
Total Disbursements	\$0.00
Total Current Charges	\$270.50
Previous Balance	\$432.00
Less Payments	(\$432.00)
PAY THIS AMOUNT	\$270.50

5/1/22
5/4/00 / 3/09

Please Include Invoice Number on all Correspondence



Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone: 1 (877) 321-7355
Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates	Advertiser Name	
05/ 4/22	SPENCER CREEK CDD	
Billing Date	Sales Rep	Customer Account
05/04/2022	Deirdre Bonett	189465
Total Amount Due		Ad Number
\$299.50		0000224081

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
05/04/22	05/04/22	0000224081	Times	Legals CLS	Rule Development	1	2x36 L	\$297.50
05/04/22	05/04/22	0000224081	Tampabay.com	Legals CLS	Rule Development AffidavitMaterial	1	2x36 L	\$0.00 \$2.00

299.50

51300 /
4891

Received
MAY 11 2022

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

Advertising Run Dates	Advertiser Name	
05/ 4/22	SPENCER CREEK CDD	
Billing Date	Sales Rep	Customer Account
05/04/2022	Deirdre Bonett	189465
Total Amount Due		Ad Number
\$299.50		0000224081

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO: TIMES PUBLISHING COMPANY

REMIT TO:

SPENCER CREEK CDD
C/O MERITUS
2005 PAN AM CIRCLE, #300
TAMPA, FL 33607

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396

Tampa Bay Times

tampabay.com

Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates	Advertiser Name	
05/ 8/22	SPENCER CREEK CDD	
Billing Date	Sales Rep	Customer Account
05/08/2022	Deirdre Bonett	189465
Total Amount Due		Ad Number
\$937.00		0000224083

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
05/08/22	05/08/22	0000224083	Times	Legals CLS	RULE MAKING	1	2x85 L	\$935.00
05/08/22	05/08/22	0000224083	Tampabay.com	Legals CLS	RULE MAKING AffidavitMaterial	1	2x85 L	\$0.00 \$2.00

937.00
OK
51300 /
489

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

tampabay.com

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Advertising Run Dates	Advertiser Name	
05/ 8/22	SPENCER CREEK CDD	
Billing Date	Sales Rep	Customer Account
05/08/2022	Deirdre Bonett	189465
Total Amount Due		Ad Number
\$937.00		0000224083

ADVERTISING INVOICE

Thank you for your business.

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO:

TIMES PUBLISHING COMPANY

Received
MAY 16 2022

SPENCER CREEK CDD
C/O MERITUS
2005 PAN AM CIRCLE, #300
TAMPA, FL 33607

REMIT TO:

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396

Spencer Creek Community Development District

Financial Statements
(Unaudited)

Period Ending
May 31, 2022



Inframark LLC
2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

Spencer Creek CDD
Balance Sheet
As of 5/31/2022
(In Whole Numbers)

	General Fund	Debt Service Fund Series 2019	Capital Projects Fund Series 2019	General Fixed Assets -Account Group	General Long Term Debt	Total
Assets						
Cash - Operating Account	128,965	0	0	0	0	128,965
Revenue Series 2019 7000	0	196,756	0	0	0	196,756
Interest Series 2019 7001	0	0	0	0	0	0
Sinking Fund Series 2019 7002	0	0	0	0	0	0
Reserve Series 2019 7003	0	268,006	0	0	0	268,006
Acquisition & Construction S2019 7005	0	0	21	0	0	21
Cost of Issuance S2019 7006	0	0	0	0	0	0
General Account Series 2019 7007	0	0	0	0	0	0
Accounts Receivable	0	0	0	0	0	0
Accounts Receivable - Other	0	0	0	0	0	0
Due From Developer	0	0	0	0	0	0
Prepaid Expenses	0	0	0	0	0	0
Prepaid General Liability Insurance	0	0	0	0	0	0
Prepaid Public Officials Insurance	0	0	0	0	0	0
Prepaid Trustee Fees	0	0	0	0	0	0
Construction Work In Progress	0	0	0	7,513,667	0	7,513,667
Amount Available - Debt Service	0	0	0	0	738,545	738,545
Amount To Be Provided - Debt Service	0	0	0	0	6,983,401	6,983,401
Total Assets	128,965	464,762	21	7,513,667	7,721,947	15,829,362
Liabilities						
Accounts Payable	107	0	0	0	0	107
Due To Debt Service Fund	0	0	0	0	0	0
Accrued Expenses Payable	0	0	0	0	0	0
Due To Developer	5,170	0	0	0	0	5,170
Revenue Bond Payable Series 2019	0	0	0	0	7,721,947	7,721,947
Total Liabilities	5,278	0	0	0	7,721,947	7,727,225
Fund Equity & Other Credits						
Fund Balance - All Other Reserves	0	268,008	12	0	0	268,020
Retained Earnings - Reserved	0	0	0	0	0	0
Fund Balance - Unreserved	16,202	0	0	0	0	16,202
Investments In General Fixed Assets	0	0	0	7,513,667	0	7,513,667
Other	107,484	196,755	9	0	0	304,248
Total Fund Equity & Other Credits	123,687	464,762	21	7,513,667	0	8,102,137

Spencer Creek CDD
 Balance Sheet
 As of 5/31/2022
 (In Whole Numbers)

	General Fund	Debt Service Fund Series 2019	Capital Projects Fund Series 2019	General Fixed Assets -Account Group	General Long Term Debt	Total
Total Liabilities & Fund Equity	<u><u>128,965</u></u>	<u><u>464,762</u></u>	<u><u>21</u></u>	<u><u>7,513,667</u></u>	<u><u>7,721,947</u></u>	<u><u>15,829,362</u></u>

Spencer Creek CDD
Statement of Revenues and Expenditures
001 - General Fund
From 10/1/2021 Through 5/31/2022
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Service Charges				
Operations & Maintenance Assessments - Tax Roll	0	259,633	259,633	0 %
Operations & Maintenance Assessments - Off Roll	260,262	0	(260,262)	(100)%
Total Revenues	260,262	259,633	(629)	(0)%
Expenditures				
Legislative				
Supervisor Fees	1,000	1,600	(600)	(60)%
Financial & Administrative				
District Manager	30,000	37,900	(7,900)	(26)%
District Engineer	3,000	2,568	432	14 %
Disclosure Report	4,200	5,750	(1,550)	(37)%
Trustee Fees	4,100	2,020	2,080	51 %
Accounting Services	9,000	14,657	(5,657)	(63)%
Auditing Services	4,000	29	3,971	99 %
Postage, Phone, Faxes, Copies	500	46	454	91 %
Public Officials Insurance	2,663	0	2,663	100 %
Legal Advertising	2,500	1,237	1,264	51 %
Bank Fees	250	0	250	100 %
Dues, Licenses, & Fees	175	175	0	0 %
Website Administration	1,500	1,125	375	25 %
Email Hosting Vendor	600	0	600	100 %
ADA Website Compliance	1,500	1,500	0	0 %
Legal Council				
District Counsel	5,000	1,820	3,180	64 %
Utility Services				
Electric Services - All Others	55,000	15,598	39,402	72 %
Water - Sewer Combination Services				
Water Utility Services	6,000	0	6,000	100 %
Other Physical Environment				
Waterway Management System	9,180	6,900	2,280	25 %
General Liability & Property Casualty Insurance	7,500	5,068	2,432	32 %
Monument, Entrance & Wall Maintenance & Repair	1,500	375	1,125	75 %
Landscape Maintenance - Contract	86,600	52,819	33,781	39 %
Plant Replacement Program	2,000	145	1,855	93 %
Mulch & Tree Trimming	10,000	0	10,000	100 %
Irrigation Maintenance	1,500	816	684	46 %
Pool Maintenance - Contract	6,000	0	6,000	100 %
Pool Maintenance - Other	694	0	694	100 %
Amenity Center Pest Control	300	0	300	100 %
Amenity Center Cleaning & Supplies	3,000	0	3,000	100 %
Amenity Center Maintenance & Repair	1,000	0	1,000	100 %
Total Expenditures	260,262	152,148	108,114	42 %

Spencer Creek CDD
 Statement of Revenues and Expenditures
 001 - General Fund
 From 10/1/2021 Through 5/31/2022
 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Excess Revenues Over (Under) Expenses	0	107,484	107,484	0 %
Fund Balance, Beginning of Period	0	16,202	16,202	0 %
Fund Balance, End of Period	0	123,687	123,687	0 %

Spencer Creek CDD
Statement of Revenues and Expenditures
200 - Debt Service Fund Series 2019
From 10/1/2021 Through 5/31/2022
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Capital Improvements				
Debt Service Assessments - Tax Roll	0	534,800	534,800	0 %
Debt Service Assessmetns - Off Roll	533,481	198,052	(335,429)	(63)%
Interest Earnings				
Interest Earnings	0	18	18	0 %
Total Revenues	533,481	732,870	199,389	37 %
Expenditures				
Debt Service Payments				
Interest Payment	393,481	396,106	(2,625)	(1)%
Principal Payment	140,000	140,000	0	0 %
Total Expenditures	533,481	536,106	(2,625)	(0)%
Other Financing Sources				
Interfund Transfer				
Interfund Transfer	0	(9)	(9)	0 %
Total Other Financing Sources	0	(9)	(9)	0 %
Excess Revenues Over (Under) Expenses	0	196,755	196,755	0 %
Fund Balance, Beginning of Period	0	268,008	268,008	0 %
Fund Balance, End of Period	0	464,762	464,762	0 %

Spencer Creek CDD
 Statement of Revenues and Expenditures
 300 - Capital Projects Fund Series 2019
 From 10/1/2021 Through 5/31/2022
 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Other Financing Sources				
Interfund Transfer				
Interfund Transfer	0	9	9	0 %
Total Other Financing Sources	0	9	9	0 %
Excess Revenues Over (Under) Expenses	0	9	9	0 %
Fund Balance, Beginning of Period	0	12	12	0 %
Fund Balance, End of Period	0	21	21	0 %

Spencer Creek CDD
 Statement of Revenues and Expenditures
 900 - General Fixed Assets -Account Group
 From 10/1/2021 Through 5/31/2022
 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Fund Balance, Beginning of Period	0	7,513,667	7,513,667	0 %
Fund Balance, End of Period	0	7,513,667	7,513,667	0 %

Spencer Creek CDD
Reconcile Cash Accounts

Summary

Cash Account: 10101 Cash - Operating Account
Reconciliation ID: 05/31/2022
Reconciliation Date: 5/31/2022
Status: Locked

Bank Balance	130,201.03
Less Outstanding Checks/Vouchers	1,236.50
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	128,964.53
Balance Per Books	<u>128,964.53</u>
Unreconciled Difference	<u><u>0.00</u></u>

Click the Next Page toolbar button to view details.

Spencer Creek CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash - Operating Account
Reconciliation ID: 05/31/2022
Reconciliation Date: 5/31/2022
Status: Locked

Outstanding Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1194	5/26/2022	System Generated Check/Voucher	1,236.50	Times Publishing Company
Outstanding Checks/Vouchers			1,236.50	

Spencer Creek CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash - Operating Account

Reconciliation ID: 05/31/2022

Reconciliation Date: 5/31/2022

Status: Locked

Cleared Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1188	5/4/2022	System Generated Check/Voucher	4,928.09	Inframark LLC
1189	5/16/2022	System Generated Check/Voucher	5,068.00	Egis Insurance & Risk Advisors
1190	5/16/2022	System Generated Check/Voucher	8,642.34	Steadfast Contractors Alliance, LLC
1191	5/16/2022	System Generated Check/Voucher	270.50	Straley Robin Vericker
1192	5/16/2022	System Generated Check/Voucher	4,780.70	Tampa Electric
1193	5/26/2022	System Generated Check/Voucher	765.00	Sitex Aquatics
Cleared Checks/Vouchers			24,454.63	



Meritus

MONTHLY MAINTENANCE INSPECTION GRADESHEET

Site: Spencer Creek

Date: Wednesday June 29, 2022

	MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
AQUATICS				
DEBRIS	25	25	0	Good
INVASIVE MATERIAL (FLOATING)	20	15	-5	Filmentous algae, & Duck weed in multiple ponds
INVASIVE MATERIAL (SUBMERSED)	20	19	-1	Marginal submersed material in 2 ponds
FOUNTAINS/AERATORS	20	20	0	Good
DESIRABLE PLANTS	15	15	0	Good
AMENITIES				
CLUBHOUSE INTERIOR	4	4	0	Good
CLUBHOUSE EXTERIOR	3	3	0	Good
POOL WATER	10	10	0	Good
POOL TILES	10	10	0	Good
POOL LIGHTS	5	5	0	Good
POOL FURNITURE/EQUIPMENT	8	8	0	Good
FIRST AID/SAFETY ITEMS	10	10	0	Good
SIGNAGE (rules, pool, playground)	5	5	0	Good
PLAYGROUND EQUIPMENT	5	5	0	Good
RECREATIONAL FACILITIES	7	7	0	Good
RESTROOMS	6	6	0	Good
HARDSCAPE	10	10	0	Good
ACCESS & MONITORING SYSTEM	3	3	0	NA
IT/PHONE SYSTEM	3	3	0	NA
TRASH RECEPTACLES	3	3	0	Good
FOUNTAINS	8	8	0	NA
MONUMENTS AND SIGNS				
CLEAR VISIBILITY (Landscaping)	25	25	0	Good
PAINTING	25	25	0	Good
CLEANLINESS	25	25	0	Good
GENERAL CONDITION	25	25	0	Good



Meritus

MONTHLY MAINTENANCE INSPECTION GRADESHEET

Site: Spencer Creek

Date: Wednesday June 29, 2022

	MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
HIGH IMPACT LANDSCAPING				
ENTRANCE MONUMENT	40	40	0	Good
RECREATIONAL AREAS	30	30	0	NA
SUBDIVISION MONUMENTS	30	30	0	NA
HARDSCAPE ELEMENTS				
WALLS/FENCING	15	15	0	Good
SIDEWALKS	30	30	0	Good
SPECIALTY MONUMENTS	15	15	0	NA
STREETS	25	25	0	Good
PARKING LOTS	15	15	0	Good
LIGHTING ELEMENTS				
STREET LIGHTING	33	33	0	Good
LANDSCAPE UP LIGHTING	22	22	0	NA
MONUMENT LIGHTING	30	30	0	Good
AMENITY CENTER LIGHTING	15	15	0	Good
GATES				
ACCESS CONTROL PAD	25	25		NA
OPERATING SYSTEM	25	25		NA
GATE MOTORS	25	25		N/A
GATES	25	25		NA
SCORE	700	694	-6	99%

Manager's Signature: Gary Schwartz

Supervisor's Signature: _____



District Management Services, LLC

MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

Site: Spencer Creek

Date: Wednesday May 25 2022

MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
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LANDSCAPE MAINTENANCE

TURF	5	5	0	Good
TURF FERTILITY	10	8	-2	Good overall
TURF EDGING	5	5	0	Good
WEED CONTROL - TURF AREAS	5	5	0	Good
TURF INSECT/DISEASE CONTROL	10	10	0	Good
PLANT FERTILITY	5	2	-3	Some plants / tree have been negatively affected by pump / irrigation issues / failures
WEED CONTROL - BED AREAS	5	5	0	Good
PLANT INSECT/DISEASE CONTROL	5	5	0	Good
PRUNING	10	10	0	Good
CLEANLINESS	5	5	0	Good
MULCHING	5	4	-1	Good
WATER/IRRIGATION MGMT	8	5	-3	Ther are warranty irrigations that need to be resolved
CARRYOVERS	5	5	0	NA

SEASONAL COLOR/PERENNIAL MAINTENANCE

VIGOR/APPEARANCE	7	7	0	Good
INSECT/DISEASE CONTROL	7	7	0	Good
DEADHEADING/PRUNING	3	3	0	Good

SCORE

100	91	-9	91%
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Contractor Signature: _____

Manager's Signature:

Gary Schwartz

Supervisor's Signature:

Spencer Creek June 2022.



14th Ave SE East entrance.



Between the irrigation pump going down and the zone valve breaking down the Ligustrum trees on the East side of Golden Glow are very stressed. I believe that most of the trees will come back.



This hardwood tree on Golden Glow is very stressed and it may not survive. Only time will tell.



This is a picture of the zone valve that broke on Golden Glow.



West corner entrance on Golden Glow & 14th Ave SE.



Builder signage dumped on the East entrance on Golden Glow & 14th Ave SE.



Frontage on 14th Ave SE just West of Golden Glow.



North side entrance on Golden Glow & 15th St, SE



Frontage & fence line on 15th ST, SE jut North of Golden Glow.



South side entrance on Golden Glow & 15th ST, SE.



Frontage & fence line on 15th ST, SE just South of the Colding entrance.



North side Colding entrance.



Circle on Fan Aloe is no longer overgrown.



Construction progress on Fan Aloe Way.



Street sign knocked down on Colding & Fan Aloe Way.



Amenity Center.



BB court is clean & looks good.



Amenity Center frontage.



Dog park is clean & looks good.



Playground is clean & looks good.



Mailbox area looks good.



Heading West on Golden Glow in front of the playground.



Heading East on Golden Glow in front of the playground.





Sabal Palms in front of the Amenity Center look good overall.



Pool is clear & blue. Pavers look good as well.



Back of the Amenity Center.



Crape Myrtle in full bloom on 14 Ave SE.



Major washout area next to fence line on 14th Ave, SE. See the next 3 pictures. Lennar was informed and the repair was scheduled.



















