



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
March 26, 2020**

**District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084**

www.troutcreekcdd.org

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St Augustine, FL 32084.

Board of Supervisors	Andy Smith David Roane Doug Davis Michael Gruber Henry Green	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Melissa Dobbins	Rizzetta & Company, Inc.
District Counsel	Jonathan Johnson Katie Buchanan	Hopping Green & Sams, P.A. Hopping Green & Sams, P.A.
District Engineer	Brad Davis	Prosser Inc.

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

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

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 (904) 436-6270. 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.

March 19, 2020

**Board of Supervisors
Trout Creek Community
Development District**

AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **Thursday, March 26, 2020 at 3:00 p.m.** at the Offices of Freehold Capital Management, located at 322 Paseo Reyes Drive St. Augustine, FL. 32095. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on February 4, 2020.....Tab 1
 - B. Ratification of Operations and Maintenance Expenditures for January 2020.....Tab 2
 - C. Construction Activity Report, Period Ending February 29, 2020.....Tab 3
 - D. Ratification of Custody Account, Series 2018, CUS 72 to CUS 81.....Tab 4
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Construction Administrator
 - 1.) Ratification of Vallencourt CO #7, Decorative Columns.....Tab 5
 - D. Amenity and Maintenance Reports
 - 1.) *Community Director Report (Under Separate Cover)*
 - 2.) *Lifestyle Director Report (Under Separate Cover)*
 - 3.) *BrightView Landscape Report (Under Separate Cover)*
 - 4.) Charles Aquatics Pond Report, February 26, 2020.....Tab 6
 - E. District Manager
- 5. BUSINESS ITEMS**
 - A. *Consideration of Trout Creek Phase 3 Civil Site Construction Proposals (Under Separate Cover)*
 - B. Consideration of Resolution 2020-07, Adopting Internal Controls Policy.....Tab 7
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 904-436-6270.

Very truly yours,

Melissa Dobbins

Melissa Dobbins

Trout Creek Community Development District

CALL TO ORDER / ROLL CALL

**AUDIENCE COMMENTS
ON AGENDA ITEMS**

BUSINESS ADMINISTRATION

Tab 1

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 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.

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Trout Creek Community Development District was held on **Tuesday, February 4, 2020 at 3:00 p.m.**, at the Office of Freehold Capital Management located at 322 Paseo Reyes Drive St. Augustine, FL 32095.

Present and constituting a quorum:

Andy Smith	Board Supervisor, Chairman
David Roane	Board Supervisor, Vice Chairman
Henry Green	Board Supervisor, Assistant Secretary
Doug Davis	Board Supervisor, Assistant Secretary
Michael Gruber	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Sarah Warren	District Counsel, Hopping Green & Sams <i>(via speaker phone)</i>
Mike McCollum	Developer, Freehold Capital Management
Brad Davis	District Engineer, Prosser Inc.
Jill Flores	CCMC, Community Director

FIRST ORDER OF BUSINESS

Call to Order

Ms. Dobbins called the meeting to order at 3:09 p.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

No audience members present for comments.

49 **THIRD ORDER OF BUSINESS**

Consideration of the Minutes of the Board of Supervisors' Meeting held on December 3, 2019

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On a motion by Mr. Gruber, seconded by Mr. Doug Davis, with all in favor, the Board approved of the Board of Supervisors' Meeting held on December 3, 2019 for Trout Creek Community Development District.

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FOURTH ORDER OF BUSINESS

Ratification of Operations, Maintenance Expenditures, November 2019 and December 2019

On a motion by Mr. Doug Davis, seconded by Mr. Green, with all in favor, the Board of Supervisors' ratified Operation Maintenance Expenditures for November 2019 in the amount of \$82,716.83 and December 2019 in the amount of \$103,097.81 for Trout Creek Community Development District.

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FIFTH ORDER OF BUSINESS

Ratification of Capital Improvement Series 2018, CR 49 – CR 51 and Custody Account, Series 2018, CUS 52– CUS 71

REQ #	PAYEE	AMOUNT
CR49	ADKINS ELECTRIC	\$59,750.00
CR50	HG&S	\$1,663.00
CR51	PBM CONSTRUCTORS	\$43,026.65
CUS 52	OR DICKY	\$29,543.00
CUS 53	Prosser	\$26,878.18
CUS 54	Ring Power	\$151,800.00
CUS 55	Sun State Nursery	\$124,216.45
CUS 56	Vallencourt	\$169,501.04
CUS 57	Vallencourt	\$264,630.66
CUS 58	Vallencourt	\$254,330.66
CUS 59	Vallencourt	\$227,517.10
CUS 60	Vallencourt	\$67,475.12
CUS 61	HG&S	\$5,070.00
CUS 62	Prosser	\$16,157.07
CUS 63	Sundancer Sign Graphics	\$37,340.00
CUS 64	Sun State Nursery	\$146,675.87
CUS 65	Vallencourt	\$71,463.60
CUS 66	Vallencourt	\$124,019.58
CUS 67	Vallencourt	\$224,236.39
CUS 68	Sun State Nursery	\$162,993.40
CUS 69	Vallencourt	\$88,559.77
CUS 70	Vallencourt	\$371,089.05
CUS 71	Vallencourt	\$166,568.74

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On a motion by Mr. Doug Davis, seconded by Mr. Green, with all in favor, the Board of Supervisors' ratified Capital Improvement Series 2018, CR 49 – CR 51 and Custody Account, Series 2018, CUS 52 to CUS 71 for Trout Creek Community Development District.

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SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Discussions ensued regarding public bidding out all common area landscape and irrigation services to have everything under one agreement. Ms. Warren presented an RFP Notice and Criteria for the Board to review. The Board directed staff to advertise landscape maintenance RFP for all common areas.

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' agreed to public bidding out Landscape and Maintenance RFP for common areas for Trout Creek Community Development District.

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B. District Engineer

Mr. Davis provided a phase 3 construction update.

C. Construction Administrator

Mr. McCollum reviewed the following items for the Board. Vallencourt Change Order No. 6, Phase 2D Lift Station #5 in the amount of \$654,981.03 (exhibit A).

On a motion by Mr. Green, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved Vallencourt Change Order No. 6, in substantial form, and authorized the Chairman to execute final form agreement for Trout Creek Community Development District.

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The Board then reviewed Dicky Smith Construction Manager approximated contracted cost to be \$769,491.00. Discussions ensued.

On a motion by Mr. Smith, seconded by Mr. Doug Davis, with all in favor, the Board of Supervisors' approved, in substantial form, Dicky Smith Construction Manager approximate contractual cost of \$769,491.00 and authorized the Chairman to execute final form agreement for Trout Creek Community Development District.

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Mr. McCollum also presented a proposal from Vallencourt for new facility earthwork and sidewalk (exhibit B).

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved, in substantial form, Vallencourt proposal in the amount of \$185,480.75 and authorized the Chairman to execute final form agreement, for Trout Creek Community Development District.

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On a motion by Mr. Doug Davis, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved Sun State Nursery & Landscaping, Phase 2C Change Order #2, in the amount of \$12,713.25 for Trout Creek Community Development District.

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The Board then moved to agenda items 5A through 5F.

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SEVENTH ORDER OF BUSINESS

**Consideration of C&H Marine
Construction Agreement for Phase 2
Boardwalk**

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On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved C&H Marine Construction Agreement for Phase 2 Boardwalk in the amount of \$94,200.00 for Trout Creek Community Development District.

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EIGHT ORDER OF BUSINESS

**Consideration of Colden Company
Firewall Proposal**

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On a motion by Mr. Smith, seconded by Mr. Doug Davis, with all in favor, the Board of Supervisors' approved Colden Company Firewall Proposal in the amount of \$1,747.88 for Trout Creek Community Development District.

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NINTH ORDER OF BUSINESS

**Consideration of Charles Aquatics
Proposals**

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- 1.) Monthly Fountain Tower Cleaning Proposal

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On a motion by Mr. Doug Davis, seconded by Mr. Smith, with all in favor, the Board of Supervisors' selected Charles Aquatics option two, fountain cleaning 6 times per year at a cost of \$400.00 per visit for Trout Creek Community Development District.

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- 2.) Amended Pond Maintenance Proposal

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On a motion by Mr. Doug Davis, seconded by Mr. Smith, with all in favor, the Board of Supervisors' approved the Amended Pond Maintenance Proposal adding three (3) ponds for a total monthly cost of \$960.00 for Trout Creek Community Development District.

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117 **TENTH ORDER OF BUSINESS** **Discussion Regarding Fire Pit and**
118 **Outside Grill Usage**
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120 Discussions ensued. The Board of Supervisors' approved residents using the fire pit
121 and outside grill after checking key out with management. This will not be a
122 reserved area and will remain open to the residents at all times.
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124 **ELEVENTH ORDER OF BUSINESS** **Consideration of Leisure Creations**
125 **Chaise Chairs Proposal**
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On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' approved Leisure Creations Chaise Chairs proposal in the amount of \$3,327.02 for Trout Creek Community Development District.

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128 *The Board moved to agenda item 4D.*
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130 **TWELFTH ORDER OF BUSINESS** **Consideration of Vak Pak**
131 **Preventative Maintenance Proposal**
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On a motion by Mr. Doug Davis, seconded by Mr. Green, with all in favor, the Board of Supervisors' approved Vak Pak Preventative Maintenance renewal proposal at their current quarterly rate of \$700.00 for Trout Creek Community Development District.

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134 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**
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136 D. Amenity and Maintenance Reports
137 Ms. Flores reviewed reports under tab 6 to tab 9 of the agenda.
138 She updated the Board regarding an incident on property involving two
139 minors. Discussions ensued. The Board of Supervisors' directed Ms. Flores
140 to send notices to both families to give a warning that if another incident
141 occurs then their Amenity Facility privileges may be suspended.
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143 *The Board moved to agenda item 5G.*
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145 **FOURTEENTH ORDER OF BUSINESS** **Public Hearing on Amended Rules of**
146 **Procedure**
147

148 1.) Consideration of Resolution 2020-04, Adopting Amended Rules of Procedure
149

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' opened the Public Hearing on Amended Rules of Procedure for Trout Creek Community Development District.

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151 No audience members present.
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On a motion by Mr. Smith, seconded by Mr. Doug Davis, with all in favor, the Board of Supervisors' closed the Public Hearing on Amended Rules of Procedure for Trout Creek Community Development District.

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On a motion by Mr. Smith, seconded by Mr. Roane, with all in favor, the Board of Supervisors' adopted Resolution 2020-04, Adopting Amended Rules of Procedure for Trout Creek Community Development District.

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FIFTEENTH ORDER OF BUSINESS

**Public Hearing on Facility
Amenity Rates**

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2.) Consideration of Resolution 2020-05, Adopting Facility Amenity Rates and Fees

On a motion by Mr. Smith, seconded by Mr. Doug Davis, with all in favor, the Board of Supervisors' opened the Public Hearing on Facility Amenity Rates and Fees for Trout Creek Community Development District.

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No audience members present.

On a motion by Mr. Smith, seconded by Mr. Gruber, with all in favor, the Board of Supervisors' closed the Public Hearing on Facility Amenity Rates and Fees for Trout Creek Community Development District.

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Ms. Dobbins stated that this increase will cover use of credit cards for residents to pay for all services.

On a motion by Mr. Smith, seconded by Mr. Green, with all in favor, the Board of Supervisors' adopted Resolution 2020-05, Adopting Facility Amenity Rates and Fees for Trout Creek Community Development District.

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SIXTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-06,
Conducting the General Election**

Ms. Dobbins stated that this Resolution will allow the county to have Seat 3 and Seat 4 for the General Election in November 2020.

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On a motion by Mr. Smith, seconded by Mr. Doug Davis, with all in favor, the Board of Supervisors' adopted Resolution 2020-06, Conducting the General Election for Trout Creek Community Development District.

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SEVENTEENTH ORDER OF BUSINESS

**Audience Comments and
Supervisor Requests**

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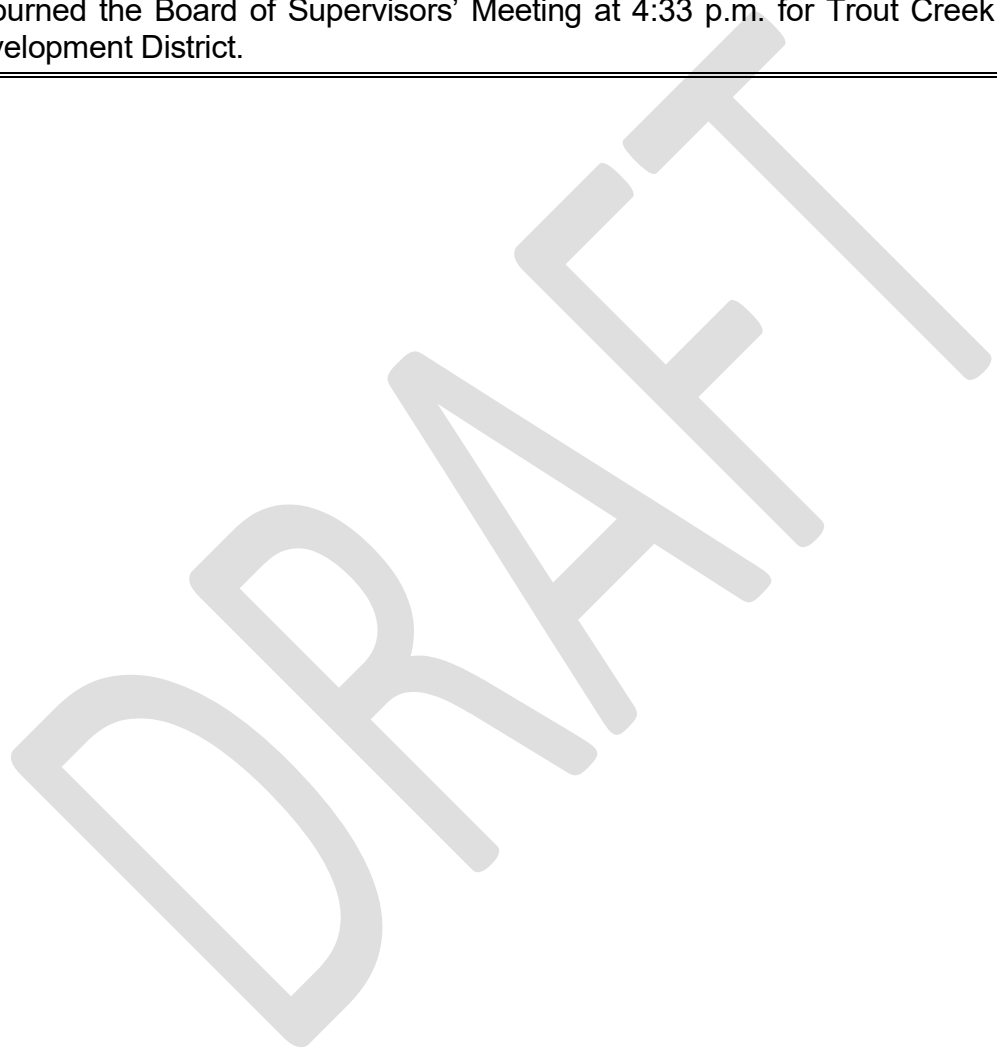
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There were no audience members present for comments.

There were no supervisor comments.

EIGHTEENTH ORDER OF BUSINESS Adjournment

On a motion by Mr. Smith, seconded by Mr. Doug Davis, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 4:33 p.m. for Trout Creek Community Development District.



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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

Exhibit A

Date of Issuance: _____ Effective Date: _____
 Owner: **Trout Creek Community Development District** Owner's Contract No.: _____
 Contractor: **Vallencourt Construction Company, Inc.** Contractor's Project No.: _____
 Engineer: **Prosser, Inc.** Engineer's Project No.: _____
 Project: **Construction Services for Phase 2C (CDD Improvements)**
 Contract Name: **EJCDC Standard Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)**

The Contract is modified as follows upon execution of this Change Order:

Description: See **Exhibit A** attached hereto.
 Attachments: **Exhibit A**: Schedule of Values for Change Order #6.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$3,862,580.44	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : \$6,592,024.83	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$10,454,605.27	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$654,981.03	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$11,109,586.30	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Exhibit A

<p>Marcus McInarnay, President Mike Vallencourt Sr., Chairman</p>		<p>Mike Vallencourt II, Vice President J. Daniel Vallencourt, Vice President Stan Bates P.E., Vice President</p>
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To: Trout Creek CDD	Contact: Mike McCollum
Address:	Phone: (904) 513-8115
	Fax:
Project Name: Shearwater ZD3 Lift Station	Bid Number:
Project Location:	Bid Date: 1/13/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001 General Conditions					
100	General Conditions	1.00	LS	\$7,645.91	\$7,645.91
104.01	Construction Entrance	1.00	EACH	\$3,976.23	\$3,976.23
Total Price for above 001 General Conditions Items:					\$11,622.14
003 NPDES Permit Compliance					
303	Maintain Silt Fence (Excluded - By Others)	500.00	LF	\$0.00	\$0.00
Total Price for above 003 NPDES Permit Compliance Items:					\$0.00
004 Surveying					
400	Surveying	1.00	LS	\$6,371.59	\$6,371.59
Total Price for above 004 Surveying Items:					\$6,371.59
005 As Builts					
500	As Builts	1.00	LS	\$3,822.95	\$3,822.95
Total Price for above 005 As Builts Items:					\$3,822.95
006 Erosion Control					
601	Silt Fence Type III (Regular)	500.00	LF	\$1.12	\$560.00
Total Price for above 006 Erosion Control Items:					\$560.00
009 Clearing					
900	Clearing	0.50	ACRE	\$12,552.68	\$6,276.34
Total Price for above 009 Clearing Items:					\$6,276.34
010 Pond Excavation					
1000	Pond Excavation	1,862.00	CY	\$4.88	\$9,086.56
1001	Dewater for Pond	1,862.00	CY	\$0.62	\$1,154.44
Total Price for above 010 Pond Excavation Items:					\$10,241.00
011 Earthwork					
1109	Place & Compact Fill	1,862.00	CY	\$0.99	\$1,843.38
1118	Final Dressout	1.00	LS	\$983.40	\$983.40
Total Price for above 011 Earthwork Items:					\$2,826.78
012 Grassing					
1202	Site Seed And Mulch	2,500.00	SY	\$0.50	\$1,250.00
Total Price for above 012 Grassing Items:					\$1,250.00
040 Sanitary Sewer					
4003	Dewater Gravity Sewer	195.00	LF	\$19.09	\$3,722.55
4019	Type A Manhole 14-16' deep	2.00	EACH	\$6,903.28	\$13,806.56

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
4058	Lined Manhole 14-16' deep	1.00	EACH	\$12,937.67	\$12,937.67
4068	Manhole Top Out	3.00	EACH	\$218.12	\$654.36
4069	Pour Inverts	3.00	EACH	\$201.29	\$603.87
4106	10" SDR 26 Sewer Main 14-16' Deep	227.00	LF	\$64.48	\$14,636.96
4144	Punch Out Sewer	227.00	LF	\$1.35	\$306.45
4146	TV Test Sewer Main	227.00	LF	\$4.49	\$1,019.23
Total Price for above 040 Sanitary Sewer Items:					\$47,687.65
050 Lift Station					
5003	Dewater Lift Station	1.00	LS	\$27,329.03	\$27,329.03
5018	Lift Station 24-26'	1.00	EACH	\$521,559.29	\$521,559.29
Total Price for above 050 Lift Station Items:					\$548,888.32
060 Force Main					
6014	8" PVC DR 18 Force Main	100.00	LF	\$24.31	\$2,431.00
6023	8" Joint Restraints	3.00	EACH	\$156.16	\$468.48
6075	10" Gate Valve	1.00	EACH	\$2,197.69	\$2,197.69
6076	8" Gate Valve	1.00	EACH	\$1,404.31	\$1,404.31
6080	Valve Box Installation	2.00	EACH	\$137.07	\$274.14
6097	10 x 8" Tee	1.00	EACH	\$1,209.12	\$1,209.12
6113	8" 90 Bend	2.00	EACH	\$682.22	\$1,364.44
6185	Locate Wire Test for Force Main	100.00	LF	\$0.56	\$56.00
6186	Pressure Test for Force Main	100.00	LF	\$1.50	\$150.00
Total Price for above 060 Force Main Items:					\$9,555.18
070 Potable Water Main					
7100	2" Gate Valve	1.00	EACH	\$636.81	\$636.81
7104	Valve Box Installation	1.00	EACH	\$137.07	\$137.07
7121	12x 2" Tee	1.00	EACH	\$335.53	\$335.53
7243	Water Service to Lift Station	1.00	EACH	\$2,022.81	\$2,022.81
Total Price for above 070 Potable Water Main Items:					\$3,132.22
090 Reuse Water Main					
9100	2" Gate Valve	1.00	EACH	\$636.81	\$636.81
9103	Valve Box Installation	1.00	EACH	\$300.01	\$300.01
9117	12x 2" Tee	1.00	EACH	\$335.53	\$335.53
9237	Reuse Water Services to Lift Station	1.00	EACH	\$1,474.51	\$1,474.51
Total Price for above 090 Reuse Water Main Items:					\$2,746.86
Total Bid Price:					\$654,981.03

Notes:

- The above price excludes Landscaping & Irrigation
- The above price excludes Sunday Work
- The above price is based on the owner providing horizontal and vertical site control
- The above price is based on the 12/11/19 Plans Set from Prosser, Inc.
- Excludes Building Demo, if Required.

Payment Terms:

Payment due within 45 days of date of invoice.

Exhibit B

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

TITLE: Shearwater Outpost

DATE: 2/3/2020

PROJECT: Shearwater Outpost

TO: Mike McCollum
Trout Creek CDD
2806 N. 5th Street, Unit 403
St. Augustine, FL 32084

Item	Description	Qty.	Units	Unit Price	Total
1	Shearwater Outpost - Per Attached Detail Breakdown and Exhibit	1	LS	\$ 185,480.75	\$ 185,480.75

Notes: Price exclude all sidewalks, ramps mats, etc., landscape, and irrigation

AGREED:

Vallencourt Construction Company, Inc.

Trout Creek CDD

By:

Stan Bates, Vice President

By:

Signature & Title

Date:

2/3/2020

Date:

Pay Item & Proposal Register

VALLENCOURT CONSTRUCTION CO., INC.

Shearwater Outpost Updated 2020-02-03--Shearwater Outpost Updated 2020-02-03

Division Code	Description	Pay Quantity	Unit of Measure	Unit Price	Total Price
00100 (General Conditions)					\$4,215.20
00100	General Conditions	1.00	Lump Sum	\$4,215.20	\$4,215.20
00300 (NPDES Permit Compliance)					\$5,094.28
00300	NPDES Permit Compliance	2.00	Month	\$432.47	\$864.94
00300	Maintain Silt Fence	2,215.00	Linear Feet	\$1.14	\$2,525.10
00300	NPDES Reporting	2.00	Month	\$852.12	\$1,704.24
00400 (Surveying)					\$3,626.70
00400	Surveying	1.00	Lump Sum	\$3,626.70	\$3,626.70
00500 (As Builts)					\$2,417.80
00500	As Builts	1.00	Lump Sum	\$2,417.80	\$2,417.80
00600 (Erosion Control)					\$4,493.03
00600	Silt Fence Type III (Regular)	2,215.00	Linear Feet	\$0.90	\$1,993.50
00600	Inlet Protection	11.00	Each	\$227.23	\$2,499.53
00900 (Clearing)					\$13,446.00
00900	Clearing	2.00	Acre	\$6,723.00	\$13,446.00
01000 (Pond Excavation)					\$7,411.69
01000	Pond Excavation	923.00	Cubic Yard	\$8.03	\$7,411.69
01100 (Earthwork)					\$27,801.87
01100	Strip Topsoil	1,775.00	Cubic Yard	\$2.75	\$4,881.25
01100	Bury in Pond	1,775.00	Cubic Yard	\$2.73	\$4,845.75
01100	Site Cut	854.00	Cubic Yard	\$2.79	\$2,382.66
01100	Place & Compact Fill	1,777.00	Cubic Yard	\$2.67	\$4,744.59
01100	Fine Grade Building Pads	242.00	Square Yard	\$0.65	\$157.30
01100	Final Dressout	8,520.00	Square Yard	\$0.87	\$7,412.40
01100	Dress Behind Electric Contractor	1.00	Lump Sum	\$3,377.92	\$3,377.92
01200 (Grassing)					\$6,657.05
01200	Sod Island	360.00	Square Yard	\$2.77	\$997.20
01200	Site Seed and Mulch	3,233.00	Square Yard	\$0.40	\$1,293.20
01200	Seed & Mulch Asphalt Paths	635.00	Square Yard	\$0.40	\$254.00
01200	Pond Sod	910.00	Square Yard	\$2.77	\$2,520.70
01200	Sod B.O.C.	15.00	Square Yard	\$2.77	\$41.55
01200	Sod Backslope	456.00	Square Yard	\$3.40	\$1,550.40
01300 (Subsoil Stabilization)					\$22,816.29
01300	Subsoil Stabilization	1,680.00	Square Yard	\$8.76	\$14,716.80
01300	Subgrade for Sidewalk	528.00	Square Yard	\$3.23	\$1,705.44
01300	Subsoil Stabilization for asphalt path	585.00	Square Yard	\$10.93	\$6,394.05
01400 (Base)					\$29,214.51
01400	6" Limerock	1,651.00	Square Yard	\$13.56	\$22,387.56
01400	4" Limerock for Asphalt Path	585.00	Square Yard	\$11.67	\$6,826.95
01500 (Asphalt Paving)					\$25,418.56

Pay Item & Proposal Register

VALLENCOURT CONSTRUCTION CO., INC.

Shearwater Outpost Updated 2020-02-03--Shearwater Outpost Updated 2020-02-03

Division Code	Description	Pay Quantity	Unit of Measure	Unit Price	Total Price
01500	3/4" Asphalt Pavement Final Lift	1,524.00	Square Yard	\$5.86	\$8,930.64
01500	1" Asphalt Pavement 1st Lift	1,524.00	Square Yard	\$7.14	\$10,881.36
01500	Prime Limerock	1,524.00	Square Yard	\$0.57	\$868.68
01500	Tack Coat	1,524.00	Square Yard	\$0.57	\$868.68
01500	1 1/2" Asphalt Pavement for Asphalt Path	340.00	Square Yard	\$10.81	\$3,675.40
01500	Prime Limerock Asphalt Path	340.00	Square Yard	\$0.57	\$193.80
01600 (Brick Pavers)					\$2,669.70
01600	Brick Pavers with 6" Limerock Base	30.00	Square Yard	\$88.99	\$2,669.70
01700 (Striping & Signs)					\$5,022.94
01700	Striping & Signs	1.00	Lump Sum	\$5,022.94	\$5,022.94
01800 (Curbs)					\$4,511.50
01800	18" Miami Curb & Gutter	100.00	Linear Feet	\$30.61	\$3,061.00
01800	6" Ribbon Curb	50.00	Linear Feet	\$29.01	\$1,450.50
02100 (Retaining Walls & Rails)					\$0.00
02100	Concrete Retaining Wall (Stem Wall) EXCLUDE	75.00	Square Feet	\$0.00	\$0.00
03000 (Storm Drain)					\$18,212.60
03000	Control Structure 0-6' Deep	1.00	Each	\$3,960.18	\$3,960.18
03000	Yard Drains	2.00	Each	\$1,468.55	\$2,937.10
03000	15" Mitered End Section	2.00	Each	\$742.20	\$1,484.40
03000	15" ADS 0-6' Deep	120.00	Linear Feet	\$41.78	\$5,013.60
03000	18" ADS 0-6' Deep	20.00	Linear Feet	\$104.77	\$2,095.40
03000	Punch Out Storm Drain	140.00	Linear Feet	\$7.56	\$1,058.40
03000	TV Storm Drain	140.00	Linear Feet	\$4.55	\$637.00
03000	Rip Rap	1.00	Ton	\$114.12	\$114.12
03000	12" ADS 0-6' Deep	20.00	Linear Feet	\$45.62	\$912.40
07000 (Potable Water Main)					\$777.10
07000	1" Single Water Service	1.00	Each	\$777.10	\$777.10
09000 (Reuse Water Main)					\$1,673.93
09000	2" Single Water Service	1.00	Each	\$1,673.93	\$1,673.93
					\$185,480.75

Tab 2

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FL 32084

Operation and Maintenance Expenditures Presented For Board Approval January 2020

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2020 through January 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented **\$119,352.67**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Adkins Electric, Inc.	002675	G20573	Repair Up-Lights 10/19	\$ 625.00
AT&T Communications System	002652	151561791 - 12/19	Acct # 151561791 - 12/19	\$ 36.95
AT&T Communications System	002653	299942543 12/19	Acct # 299942543 12/19	\$ 16.05
AT&T Communications System	002654	904 230-0008 001 0564 12/19	Monthly Telephone Service 12/19	\$ 193.10
AT&T Communications System	002655	904 230-0054 001 0562 12/19	904 230-0054 001 0562 12/19	\$ 228.20
Belky Velez	002673	BV122119	Refund of Rental Deposit 12/19	\$ 500.00
Brightview Landscape Services, Inc.	002645	6632763	Irrigation Repair 12/19	\$ 321.56
Brightview Landscape Services, Inc.	002645	6632766	Irrigation Repair 12/19	\$ 419.70
Brightview Landscape Services, Inc.	002662	6648819	Monthly Landscape Maintenance 01/20	\$ 22,310.32
Brightview Landscape Services, Inc.	002676	6674287	Irrigation Repair 01/20	\$ 90.00
Capital Consultants Management Corporation	002663	TCD-01012020	Amenity Management Services 01/20	\$ 10,489.92
Charles Aquatics, Inc.	002664	37783	Monthly Aquatic Management Services of 14 ponds 01/20	\$ 840.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charles Aquatics, Inc.	002664	37868	One Time Cleaning of Fountain Towers 01/20	\$ 400.00
Cintas Corp	002665	5015703566	First Aid Safety Supplies 01/20	\$ 53.73
Colden Company, Inc.	002646	12354	Quarterly PBX Hosting Billing 01/20 - 03/20	\$ 940.80
Critter Control Operations, Inc.	002651	1516882	Monthly Pest Control - 12/19	\$ 110.25
Critter Control Operations, Inc.	002661	1535705	Monthly Pest Control - 01/20	\$ 110.25
Debra Ward	002644	RW121919	Refund of Rental Deposit 12/19	\$ 200.00
Eason Enterprises, Inc. dba Southeast Fitness Repair	002680	12879A	Preventative Maintenance 01/20	\$ 80.00
Florida Department of Revenue	002656	65-8017062725-9 Sales and Use Tax	Sales and Use Tax 12/19	\$ 63.22
FPL	002657	02608-66256 11/19	100 County Road 210 W 11/19	\$ 1,117.68
FPL	002657	02608-66256 12/19	100 County Road 210 W 12/19	\$ 1,115.46
FPL	002657	44041-80145 11/19	1626 Shearwater Parkway 11/19	\$ 17.85
FPL	002657	44041-80145 12/19	1626 Shearwater Parkway 12/19	\$ 18.67

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
FPL	002657	FPL Summary 12/19	FPL Summary 12/19	\$ 4,444.92
Hopping Green & Sams PA	002658	112086	General Legal Services 11/19	\$ 982.50
Howard Services, Inc.	002648	C-2655	AC Maintenance 12/19	\$ 432.60
IPFS Corporation	002666	GAA-944181 - Pymt 4	GAA-944181 - Pymt 4	\$ 3,234.49
Jacksonville Electric Authority	002678	9634626977 01/20	Water-Sewer Combination Services 01/20	\$ 22,738.62
Jacksonville Electric Authority	002640	9634626977 12/19	Water-Sewer Combination Services 12/19	\$ 12,284.84
Jacksonville Jaguars LLC	002642	1185800	Community Outing 12/19	\$ 100.00
Municipal Asset Management, Inc.	002643	0617533	Lease Payment Fitness Equipment 12/19	\$ 9,046.28
Municipal Asset Management, Inc.	002643	0617534	Lease Payment Property Schedule 2 Cybex Press 12/19	\$ 623.36
Pets R Family	002668	PRF122819	Refund of Rental Deposit 12/19	\$ 500.00
Republic Services of Florida	002641	0687-001025099	Waste Disposal Services - 01/20	\$ 229.85
Republic Services of Florida	002679	0687-001031592	Waste Disposal Services - 02/20	\$ 229.99

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	002650	INV0000045839	District Management Fees 01/20	\$ 3,934.17
Rizzetta & Company, Inc.	002669	INV0000046396	Annual Dissemination Agent Fee FY 19/20	\$ 6,000.00
Rizzetta Technology Services, LLC	002670	INV0000005379	Email & Website Hosting Services 01/20	\$ 160.00
SESAC LLC	002659	01012020	License Fee 2020	\$ 291.00
Southeastern Paper Group, Inc.	002660	4731707	Janitorial Supplies 01/20	\$ 103.02
Southeastern Paper Group, Inc.	002671	4731838	Janitorial Supplies 01/20	\$ 401.61
Southeastern Paper Group, Inc.	002671	4739987	Janitorial Supplies 01/20	\$ 119.78
SouthStar Energy Services LLC dba Florida Natural Gas	002647	315501ES	Natural Gas 11/19	\$ 17.54
SouthStar Energy Services LLC dba Florida Natural Gas	002677	320055ES	Natural Gas 12/19	\$ 24.74
Sterling Specialties, Inc.	002672	9942	Pool Gate Repair 01/20	\$ 600.00
The St. Augustine Record Dept 1261	002649	11192019	Acct#15626 Legal Advertising 11/19	\$ 80.78
The St. Augustine Record Dept 1261	002667	12262019	Acct#15626 Legal Advertising 12/19	\$ 529.54

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2020 Through January 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vesta Property Services, Inc.	002674	364097	Maintenance/Janitorial/Pool Maintenance 01/20	\$ 11,910.29
Vesta Property Services, Inc.	002674	364935	Pool Supplies 12/19	<u>\$ 34.04</u>
Report Total				<u>\$ 119,352.67</u>

Tab 3

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
CUSTODY ACCOUNT - SERIES 2018**

Construction Custody Account Activity Through February 29, 2020

Inflows:	Developer Contribution	\$	3,126,062.80
	Due from Developer		1,769,128.54
	Transfer from S2015 Custody		31,074.97
	Total Inflows:	\$	<u>4,926,266.31</u>

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status as of 02/29/20
09/30/19	CUS 52	O.R. Dicky Smith	\$ (29,534.00)	Cleared
09/30/19	CUS 53	Prosser Inc.	(26,878.18)	Cleared
09/30/19	CUS 54	Ring Power	(151,800.00)	Cleared
09/30/19	CUS 55	Sunstate Nursery & Landscaping Inc	(124,216.45)	Cleared
09/30/19	CUS 56	Vallencourt Construction	(169,501.04)	Cleared
09/30/19	CUS 57	Vallencourt Construction	(264,630.66)	Cleared
09/30/19	CUS 58	Vallencourt Construction	(254,330.66)	Cleared
09/30/19	CUS 59	Vallencourt Construction	(227,517.10)	Cleared
09/30/19	CUS 60	Vallencourt Construction	(67,475.12)	Cleared
11/30/19	CUS 61	Hopping Green & Sams	(5,070.00)	Cleared
11/30/19	CUS 62	Prosser Inc.	(16,157.07)	Cleared
11/30/19	CUS 63	Sundancer Sign Graphics	(37,340.00)	Cleared
11/30/19	CUS 64	Sunstate Nursery & Landscaping Inc	(146,675.87)	Cleared
11/30/19	CUS 65	Vallencourt Construction	(71,463.60)	Cleared
11/30/19	CUS 66	Vallencourt Construction	(124,019.58)	Cleared
11/30/19	CUS 67	Vallencourt Construction	(224,236.39)	Cleared
11/30/19	CUS 68	Sunstate Nursery & Landscaping Inc	(162,993.40)	Cleared
11/30/19	CUS 69	Vallencourt Construction	(88,559.77)	Cleared
11/30/19	CUS 70	Vallencourt Construction	(371,089.05)	Cleared
11/30/19	CUS 71	Vallencourt Construction	(166,568.74)	Cleared
01/29/20	CUS 72	Prosser Inc.	(3,697.19)	Cleared
01/29/20	CUS 73	Stephens Advertising, Inc.	(2,998.77)	Cleared
01/29/20	CUS 74	Sunstate Nursery & Landscaping Inc	(138,825.10)	Cleared
01/29/20	CUS 75	Vallencourt Construction	(181,721.86)	Cleared
01/29/20	CUS 76	Vallencourt Construction	(99,838.17)	Cleared
02/17/20	CUS 77	Prosser Inc.	(19,675.00)	AP
02/17/20	CUS 78	Sunstate Nursery & Landscaping Inc	(87,421.91)	AP
02/17/20	CUS 79	Vallencourt Construction	(171,723.52)	AP
02/17/20	CUS 80	Vallencourt Construction	(485,700.20)	AP
02/17/20	CUS 81	Vallencourt Construction	(229,796.11)	AP
Total Construction Requisitions:			<u>(4,151,454.51)</u>	

Total Requisitions:	(4,151,454.51)
Retainage:	<u>(774,811.79)</u>
Total Outflows:	(4,926,266.30)

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
CUSTODY ACCOUNT - SERIES 2018**

Construction Custody Account Activity Through February 29, 2020

Series 2018 Construction Custody Fund Balance at February 29, 2020 \$ 0.00

Outstanding Contracts, net of retainage:

Prosser	\$	125,085.00
Sunstate Nursery & Landscaping		899,536.00
Vallencourt Construction, Inc.		2,632,620.40

Contract Sub Total 3,657,241.40

Committed Funds to be Provided by Developer \$ (3,657,241.40)

Tab 4

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

February 14, 2020

RIZZETTA & COMPANY, INC.
Trout Creek, Custody Account
Attn: Bill James
2806 N. Fifth Street, Unit 403
St. Augustine, FL 32084

RE: Custody Account, Series 2018
Requisitions for Payment

Dear Bill:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:

A) All checks should be sent overnight delivery via UPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 72	Prosser, Inc.	\$3,697.19
CUS 73	Stephens Advertising	\$2,998.77
CUS 74	Sunstate Nursery & Landscaping	\$138,825.10
CUS 75	Vallencourt Construction	\$181,721.86
CUS 76	Vallencourt Construction	\$99,838.17

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,
TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins
District Manager

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018

(the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

January 29, 2020

- (A) Requisition Number: **CUS 72**
- (B) Name of Payee: **Prosser, Inc.**
13901 Sutton Park Drive South, Suite 200
Jacksonville, FL 32224
- (C) Amount Payable: **\$3,697.19**
- (D) **Invoice # 43043 for Professional Services through 10/31/19.**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: _____
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018

(the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

January 29, 2020

- (A) Requisition Number: **CUS 72**
- (B) Name of Payee: **Prosser, Inc.**
13901 Sutton Park Drive South, Suite 200
Jacksonville, FL 32224
- (C) Amount Payable: **\$3,697.19** ✓
- (D) **Invoice # 43043 for Professional Services through 10/31/19.**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

BY: _____
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY:  _____
DISTRICT ENGINEER

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT**

Payee Prosser, Inc.
Vendor ID Prosser, Inc.

002014
02/14/2020

Invoice	Description	Amount
CUS 72 Prosser	S2018 CUS 72-76	\$3,697.19
		\$3,697.19

**324-TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT**
2806 N FIFTH ST, UNIT 403
ST. AUGUSTINE, FL 32084
(904) 436-6270

SUNTRUST BANK, TAMPA BAY
CARROLLWOOD OFFICE
TAMPA, FL 813-224-2222

CHECK NO. 002014

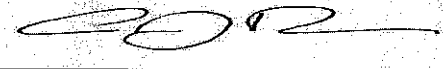
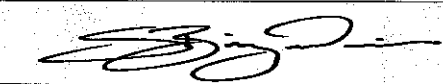
63-656/631

****Three Thousand Six Hundred Ninety Seven and 19/100
Dollars

DATE 02/14/2020 AMOUNT \$3,697.19

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE

Prosser, Inc.
13901 Sutton Park Dr S
Suite 200
Jacksonville, FL 32224

AUTHORIZED SIGNATURE

PAY TO
THE
ORDER
OF

⑈002014⑈ ⑆063102152⑆1000191287373⑈

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Payee Prosser, Inc.
Vendor ID Prosser, Inc.

002014
02/14/2020

Invoice	Description	Amount
CUS 72 Prosser	S2018 CUS 72-76	\$3,697.19
		\$3,697.19

FD Security features. Details on back.

PROSSER

RECEIVED
NOV 27 2019

November 27, 2019
Project No: 113034.31
Invoice No: 43043

BY:

Trout Creek CDD
c/o Rizzetta & Company
Attn: Melissa Dobbins
2806 N. 5th St, Suite 403
St. Augustine, FL 32084

Project 113034.31 Trout Creek CDD
Professional Services from October 1, 2019 to October 31, 2019

Fee & Expense Billing
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Task 1: Master Engineering & Permitting	229,000.00	100.00	229,000.00	229,000.00	0.00
Task 2: Amenity Center/Eng & Permitting	65,200.00	100.00	65,200.00	65,200.00	0.00
Task 7: School Road	55,750.00	70.00	39,025.00	39,025.00	0.00
Task 8: Master Engineering in Phase 3	123,000.00	18.00	22,140.00	18,450.00	3,690.00
Task 9: Phase 2 Plan Changes	45,000.00	100.00	45,000.00	45,000.00	0.00
Task 10: Effort to Complete Phase 2D	25,700.00	100.00	25,700.00	25,700.00	0.00
Task 11: Effort to Complete Phase 2E	8,500.00	100.00	8,500.00	8,500.00	0.00
Task 12: Outpost Amenity	25,000.00	70.00	17,500.00	17,500.00	0.00
Total Fee	577,150.00		452,065.00	448,375.00	3,690.00
		Total Fee			3,690.00

Reimbursable Expenses

Blueprints/Reproduction				6.25	
Total Reimbursables			1.15 times	6.25	7.19
			Total this Task		\$3,697.19 ✓
			Total this Invoice		\$3,697.19

Date Rec'd Rizzetta & Co., Inc. _____

D/M approval _____ Date _____

Date entered DEC 09 2019

Fund 001 GL 51300 OC 3103

Check # _____

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018

(the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

January 29, 2020

- (A) Requisition Number: **CUS 73**
- (B) Name of Payee: **Stephens Advertising, Inc.**
7029-9 Commonwealth Ave.
Jacksonville, FL 32220
- (C) Amount Payable: **\$2,998.77**
- (D) Invoice #'s **18012746 & 18012747 The Falls & Timberline Signs.**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: _____
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

January 29, 2020

- (A) Requisition Number: **CUS 73**
- (B) Name of Payee: **Stephens Advertising, Inc.**
7029-9 Commonwealth Ave.
Jacksonville, FL 32220
- (C) Amount Payable: **\$2,998.77** ✓
- (D) Invoice #'s **18012746 & 18012747 The Falls & Timberline Signs.**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

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Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: _____
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
INTEREST REQUESTS ONLY**

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BY:  _____
DISTRICT ENGINEER

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT

Payee Stephens Advertising, Inc.
Vendor ID Stephens Advertising

002015
02/14/2020

Invoice	Description	Amount
CUS 73 Stephens	S2018 CUS 72-76	\$2,998.77
		\$2,998.77

324-TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT
2806 N FIFTH ST, UNIT 403
ST. AUGUSTINE, FL 32084
(904) 436-6270

SUNTRUST BANK, TAMPA BAY
CARROLLWOOD OFFICE
TAMPA, FL 813-224-2222
63-656/631

CHECK NO. 002015


****Two Thousand Nine Hundred Ninety Eight and 77/100
Dollars

DATE	AMOUNT
02/14/2020	\$2,998.77

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE

Stephens Advertising, Inc.
7029-9 Commonwealth Ave
Jacksonville, FL 32220

PAY TO
THE
ORDER
OF



AUTHORIZED SIGNATURE

⑈002015⑈ ⑆063102152⑆ ⑆000191287373⑈

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

Payee Stephens Advertising, Inc.
Vendor ID Stephens Advertising

002015
02/14/2020

Invoice	Description	Amount
CUS 73 Stephens	S2018 CUS 72-76	\$2,998.77
		\$2,998.77

ED Security features. Details on back



FAST DUE

Date
11/13/2019

INVOICE

18012746

TERMS: Net 7 from Invoice Date

Due Date 11/20/2019

SOLD TO:

Trout Creek CDD
2806 N 5th St. Ste 403
St. Augustine, FL 32084-1904
attn: Melissa Dobbins
District Mgr.

SHIP TO:

send all invoices to:
mdobbins@rizzetta.com
(Melissa)
cc: scroggins@Rizzetta.com
(Rebekah)

E Mail: Mdobbsins@rizzetta.com

REF NO:

P.O. #:	S.O. No.	PHONE:	FAX:	Rep
	219731	(904) 203-8812		ah

QTY	DESCRIPTION	PRICE	AMOUNT
	The FALLS		
1	24" X 20" Routed HDU Sign Board, with Pebble sandblasted background, painted to specifications (dark Bronze, pale bronze metallic), installed on site "Bird (logo) The FALLS"	799.59	799.59
1	Sign Installation: holes drilled, stud mounted with permanent adhesive	250.00	250.00
	NEW SIGN		

WE HAVE MOVED!
Please mail payment to:
7029-9 Commonwealth Ave.
Jacksonville, FL 32220

Subtotal	\$1,049.59
Sales Tax (0.0%)	\$0.00
Total	\$1,049.59
Payments/Credits	\$0.00
Balance Due	\$1,049.59

In consideration of Stephens Advertising, Inc.'s performance of services and/or delivery of goods on open account for the above shown customer, the customer agrees to pay a service charge accrual of 1.50% per month. Customer further agrees to pay all costs of collection including attorney's fees of not less than 25% of indebtedness. Venue for all action herein and herewith shall be Duval County, Florida.



NOT DUE

Date
11/13/2019

INVOICE

18012747

TERMS: Net 7 from Invoice Date

Due Date 11/20/2019

SOLD TO:

Trout Creek CDD
2806 N 5th St. Ste 403
St. Augustine, FL 32084-1904
attn: Melissa Dobbins
District Mgr.

SHIP TO:

send all invoices to:
mdobbins@rizzetta.com
(Melissa)
cc: scroggins@Rizzetta.com
(Rebekah)

E Mail: Mdobbins@rizzetta.com

REF NO:

P.O. #:	S.O. No.	PHONE:	FAX:	Rep
	219730	(904) 203-8812		ah

QTY	DESCRIPTION	PRICE	AMOUNT
	TIMBERLINE		
2	24" X 20" Routed HDU Sign Board, with Pebble sandblasted background, painted to specifications (dark Bronze, pale bronze metallic), installed on site "Bird	799.59	1,599.18
	TIMBERLINE		
2	Sign Installation: holes drilled, stud mounted with permanent adhesive	175.00	350.00
	(MEASURE inset in columns for squareness to install plaques)		

WE HAVE MOVED!
Please mail payment to:
7029-9 Commonwealth Ave.
Jacksonville, Fl 32220

Subtotal	\$1,949.18
Sales Tax (0.0%)	\$0.00
Total	\$1,949.18
Payments/Credits	\$0.00
Balance Due	\$1,949.18

In consideration of Stephens Advertising, Inc.'s performance of services and/or delivery of goods on open account for the above shown customer, the customer agrees to pay a service charge accrual of 1.50% per month. Customer further agrees to pay all costs of collection including attorney's fees of not less than 25% of indebtedness. Venue for all action herein and herewith shall be Duval County, Florida.

TROUT CREEK CDD
FORM OF REQUISITION FOR 2018 PROJECT

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the 2018 Project.

January 29, 2020

- (A) Requisition Number: **CUS 74**
- (B) Name of Payee: **Sunstate Nursery & Landscaping**
9362 Phillips Highway
Jacksonville, FL 32256
- (C) Amount Payable: **\$138,825.10**
- (D) **Pay App #7 Shearwater Phase 2C**
- (E) Account from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Custody Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from the Custody account, it is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals or duplicate copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN OR VICE-CHAIRMAN

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for corresponding 2018 Project Segment and portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer.

BY: _____
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR 2018 PROJECT

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the 2018 Project.

January 29, 2020

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9362 Phillips Highway
Jacksonville, FL 32256
- (C) Amount Payable: **\$138,825.10** ✓
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TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: _____
CHAIRMAN OR VICE-CHAIRMAN

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BY: 
DISTRICT ENGINEER

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT
Payee

Sun State Nursery & Landscaping, Inc.

002016

Vendor ID

Sunstate Nursery

02/14/2020

Invoice	Description	Amount
CUS 74 Sunstate	S2018 CUS 72-76	\$138,825.10
		\$138,825.10

324-TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT

2806 N FIFTH ST, UNIT 403
ST. AUGUSTINE, FL 32084
(904) 436-6270

SUNTRUST BANK, TAMPA BAY
CARROLLWOOD OFFICE
TAMPA, FL 813-224-2222

63-656/631

CHECK NO. 002016

****One Hundred Thirty Eight Thousand Eight Hundred
Twenty Five and 10/100 Dollars

DATE

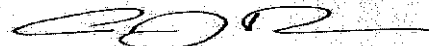
AMOUNT

02/14/2020

\$138,825.10

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE

Sun State Nursery & Landscaping, Inc.
9362 Phillips Highway
Jacksonville, FL 32256



AUTHORIZED SIGNATURE

Security features. Details on back

PAY TO
THE
ORDER
OF

⑈002016⑈ ⑆063102152⑆1000191287373⑈

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

Payee
Vendor ID

Sun State Nursery & Landscaping, Inc.
Sunstate Nursery

002016

02/14/2020

Invoice	Description	Amount
CUS 74 Sunstate	S2018 CUS 72-76	\$138,825.10
		\$138,825.10

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO (OWNER): TROUT CREEK CDD
90 RIZZETTA & COMPANY, INC.
2806 N. FIFTH STREET, UNIT 403
ST. AUGUSTINE, FL 32084

PROJECT: SHEARWATER PH. 2-C

APPLICATION NO: 7

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

FROM: JAN STATE AGRICULTURE LANDSCAPING
9362 PHILLIPS HIGHWAY
JACKSONVILLE, FL. 32256

VIA (ARCHITECT):

Period to: 12/31/19

ARCHITECT'S
 PROJECT NO:
 CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL		
Approved this Month			
Number	Date Approved		
1.	8-27-19	23,774.87	
2.	11-6-19	899,536.00	
TOTALS		<u>923,310.87</u>	
Net change by Change Orders		<u>923,310.87</u>	

1. ORIGINAL CONTRACT SUM	<u>1,091,756.96</u>
2. Net change by Change Orders	<u>923,310.87</u>
3. CONTRACT SUM TO DATE	<u>2,015,067.83</u>
4. TOTAL COMPLETED & STORED TO DATE	<u>1,082,220.97</u>
5. RETAINAGE:	
a. 10% of Completed Work	<u>54,111.05</u>
b. 10% of Stored Material	
Total Retainage	<u>54,111.05</u>
6. TOTAL EARNED LESS RETAINAGE	<u>1,028,109.92</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	<u>889,284.82</u>
8. CURRENT PAYMENT DUE	<u>138,825.10</u>
9. BALANCE TO FINISH, PLUS RETAINAGE	<u>986,957.91</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SUBSTANTIVE NURSERY & LANDSCAPING, INC.

By: [Signature] Date: 12/23/19

State of: FLORIDA County of: Duval
 Subscribed and sworn to before me this 23rd day
 Notary Public: Catherine V. Byers
 My Commission expires: May 13, 2022



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 138,825.10

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: [Signature] Date: 2/11/20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

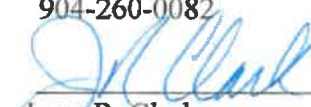
WAIVER AND RELEASE OF LIEN OR BOND
UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 138,825.10 hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished through (date) 12/31/19 (customer) Trout Creek Community Development District on the job of (owner of property) Trout Creek Community Development District the following described property.

SHEARWATER PHASE 2 C

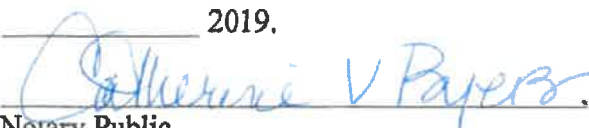
This waiver and releases does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien or Bond on behalf of Lienor.

DATED on December 23, 2019

Lienor's Name Sun State Nursery & Landscaping, Inc...
Address 9362 Phillips Highway
Jacksonville, FL 32256
Phone 904-260-0082
By 
Printed Name Jerry R. Clark
Title Chief Financial Officer

State of Florida
County Duval

Sworn to and Subscribed before me this 23 rd day of December

2019.

Notary Public



Personally known or Produced Identification _____,

Identification _____,

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018

(the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

January 29, 2020

- (A) Requisition Number: **CUS 75**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$181,721.86**
- (D) **Pay Application #10 Shearwater 2D**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

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Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
INTEREST REQUESTS ONLY**

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BY: _____
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

January 29, 2020

- (A) Requisition Number: **CUS 75**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$181,721.86** ✓
- (D) **Pay Application #10 Shearwater 2D**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

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**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

BY: _____
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: 
DISTRICT ENGINEER

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT**

Payee
Vallencourt Construction
Vendor ID Vallencourt Const

002017
02/14/2020

Invoice	Description	Amount
CUS 75 Vallencourt	S2018 CUS 72-76	\$181,721.86
CUS 76 Vallencourt	S2018 CUS 72-76	\$99,838.17
		\$281,560.03

**324-TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT**
2806 N FIFTH ST, UNIT 403
ST. AUGUSTINE, FL 32084
(904) 436-6270

SUNTRUST BANK, TAMPA BAY
CARROLLWOOD OFFICE
TAMPA, FL 813-224-2222

CHECK NO. 002017

63-656/631

****Two Hundred Eighty One Thousand Five Hundred Sixty
and 03/100 Dollars

DATE

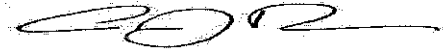
AMOUNT

02/14/2020

\$281,560.03

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE

Vallencourt Construction
449 Center St
Green Cove Springs, FL 32043




AUTHORIZED SIGNATURE

PAY TO
THE
ORDER
OF

⑈002017⑈ ⑆063102152⑆1000191287373⑈

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Payee
Vendor ID Vallencourt Construction
Vallencourt Const

002017
02/14/2020

Invoice	Description	Amount
CUS 75 Vallencourt	S2018 CUS 72-76	\$181,721.86
CUS 76 Vallencourt	S2018 CUS 72-76	\$99,838.17
		\$281,560.03

Security features. Details on back.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: Trout Creek CDD
c/o 500 Boylston Street, Suite 2010
Boston, MA 02116

PROJECT: Shearwater 2D-CDD

APPLICATION NO: 6128-10

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

SRB

PERIOD TO: 12/17/19

FROM: VALLENCOURT CONSTRUCTION CO., INC.
P.O. BOX 65849
ORANGE PARK, FL 32065

CONTRACTOR'S PROJECT NO: 2019-14

CONTRACT FOR:

CONTRACT DATE: 4/18/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
1			
TOTALS			

1. ORIGINAL CONTRACT SUM.....	\$	3,850,275.80
2. Net change by Change Orders.....	\$	-
3. CONTRACT SUM TO DATE (Line 1 +-2).....	\$	3,850,275.80
4. TOTAL COMPLETED & STORED TO DATE.....	\$	2,118,144.27
(Column G on G703)		
5. RETAINAGE:		
a. 10 % of Completed Work \$	211,814.43	
(Column D + E on G703)		
b. % of Stored Materials \$		
(Column F on G703)		
Total Retainage (Line 5a + 5b or Total in Column 1 of G703).....		
	\$	211,814.43
6. TOTAL EARNED LESS RETAINAGE.....	\$	1,908,329.84
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....		
	\$	1,724,007.98
8. CURRENT PAYMENT DUE.....	\$	181,721.86
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	2,043,945.76
(Line 3 less Line 6)		

The undersigned Contractor certifies that to the best of the Contractor's knowledge and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that the amount shown paid by the Contractor for Work for which previous Certificates of Payment have been issued and payments received from the Owner, and that the amount shown herein is now due.

CONTRACTOR:

By: AD B.O. Date: 12-18-19

State of: FLORIDA County of: CLAY
Subscribed and sworn to before me this 18 day of December 2019
Notary Public: Sandra R. Day
My Commission Expires: 12-2-20

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED.....\$ 181,721.86

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: [Signature] Date: 1/27/20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Payment Schedule:

Contractor shall submit Applications for Payment on the form below, as such may be amended from time to time, no later than the 5th of each month for work performed in the preceding month. Applications for Payment must be submitted to Owner electronically at Accounting@Freshhold.com. Prior to submission to Owner, and no later than the 25th day of the each month, Contractor shall present a Payroll Draw to Owner's Project Manager for initial review, with work projected through the end of the month. The billing period shall be a calendar month.

**Exhibit G
Payment Schedule**

Instructions: Please fill out columns I and K as applicable for this billing period. For quantity for LS and TM/NTE line items please enter percent complete as a fraction of 1, i.e. 50% would be .5. Where services are billed on a TM/NTE basis, please attach an accounting of the personnel providing services, hours worked, and material expenses incurred. All invoices shall be submitted to accounting@freshhold.com

Contractor: Vallencourt Construction
Project: Shearwater Phase 2D

Application No: 10
Application Date: 12/17/2016
Billing Period: 12/17/2016

A	B	C	D	E	F	G	H	I		J		K		L		M		N
								Quantity	Unit	Original Contract Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
302.MS12		1	Mobilization															
302.MS12	12.01.015.005	2	Mobilization / General Conditions	0.52	LS	\$ 70,114.86	\$ 36,909.52	0.34	\$ 25,498.49	0.05	\$ 3,805.74		0.39	\$ 29,304.22				
302.MS12	12.01.015.010	3	Site Contractor - Survey	0.52	LS	\$ 64,674.75	\$ 33,911.09	0.34	\$ 21,666.04	0.05	\$ 3,233.74		0.39	\$ 24,899.78				
302.MS12	12.01.015.015	4	Site Contractor - Bond	0.52	LS	\$ 40,992.60	\$ 21,446.58	0.00	\$ -		\$ -			\$ -				
302.MS12	12.01.015.020	5	Site Contractor - Asphalts	0.52	LS	\$ 27,403.44	\$ 14,368.52	0.15	\$ 4,110.52		\$ -		0.15	\$ 4,110.52				
302.MS12		6					\$ 134,968.18											
302.MS12		7	Grading Preparation															
302.MS12	12.01.025.005	8	Clearing & Grub	34.08	AC	\$ 4,547.00	\$ 154,969.18	34.08	\$ 154,969.18		\$ -		34.08	\$ 154,969.18				
302.MS12		9					\$ 780,390.71											
302.MS12	12.01.040.010	10	Earthwork															
302.MS12	12.01.040.010	11	Mass Grading (Cut)	232300.00	CY	\$ 2.65	\$ 615,595.00	\$232,300.00	\$ 615,595.00		\$ -		232,300.00	\$ 615,595.00				
302.MS12	12.01.040.010	12	Mass Grading (Fill)		CY	\$ 1.11	\$ -	0.00	\$ -		\$ -			\$ -				
302.MS12	12.01.040.055	13	Topsoil Strip and Respread	27265.31	CY	\$ 5.60	\$ 152,585.71	27265.31	\$ 152,585.71		\$ -		27,265.31	\$ 152,585.71				
302.MS12		14					\$ 81,286.00											
302.MS12	12.01.050.010	16	Finish Grading	28292.00	SY	\$ 0.62	\$ 15,651.04	\$ -	\$ -		\$ -			\$ -				
302.MS12	12.01.050.025	17	Finish Grading Other - Inc Lots	126163.39	SY	\$ 0.52	\$ 65,604.96	0.00	\$ -		\$ -			\$ -				
302.MS12		18					\$ 73,047.95											
302.MS12		19	Erosion Control				\$ 5,190.69	\$ 5,243.33	\$ 5,190.69		\$ -			\$ 5,243.33				
302.MS12	12.01.065.005	20	Erosion Control	6543.33	LF	\$ 0.96	\$ 6,281.57	\$ 5,243.33	\$ 5,190.69		\$ -			\$ 5,243.33				
302.MS12	12.01.065.015	21	Sod on pond banks	19476.00	SY	\$ 2.51	\$ 49,088.16	10311.52	\$ 26,089.81		\$ -			\$ 10,311.52				
302.MS12	12.01.065.020	22	NOI Sod Site	3722.00	SY	\$ 4.15	\$ 15,448.30	0.00	\$ -		\$ -			\$ -				
302.MS12	12.01.065.030	23	3ft Fence	6243.33	LF	\$ 0.95	\$ 5,931.16	5243.33	\$ 4,978.30		\$ -			\$ 5,243.33				
302.MS12	12.01.065.040	24	Seed & Mulch Lots		SY	\$ 0.29	\$ -	0.00	\$ -		\$ -			\$ -				
302.MS12	12.01.065.045	25	Curb Inset Protection	60.00	EA	\$ 164.76	\$ 9,885.00	30.00	\$ 4,942.50		10.00	\$ 1,647.60		40.00	\$ 6,592.50			
302.MS12	12.01.065.055	26	NPDES Monitoring	0.52	LS	\$ 21,245.68	\$ 11,139.81	0.28	\$ 8,842.62		0.10	\$ 2,124.56		0.38	\$ 7,967.21			
302.MS12		27					\$ 8,713.00											
302.MS12		28	Earthwork - Misc.				\$ 8,713.00											
302.MS12	12.01.070.068	29	Construction Entrance	1.00	EA	\$ 8,713.00	\$ 8,713.00	0.60	\$ 5,227.80		\$ -			\$ 0.60	\$ 5,227.80			
302.MS12		30					\$ 1,085,932.87											
302.MS12		31	Site Preparation and Grading				\$ -											
302.MS12		32					\$ -											
302.MS12		33	Sanitary Sewer Pipe				\$ -											
302.MS12	12.10.110.080	34	8" PVC Sewer Main		LF	\$ 33.74	\$ -	\$ -	\$ -		\$ -			\$ -				
302.MS12	12.10.110.180	35	8" PVC Lateral		EA	\$ 668.43	\$ -	0.00	\$ -		\$ -			\$ -				
302.MS12		36					\$ -							\$ -				
302.MS12		37	Sanitary Sewer Manholes				\$ -							\$ -				
302.MS12	12.10.118.030	38	Manholes 48"		EA	\$ 4,848.89	\$ -	0.00	\$ -		\$ -			\$ -				
302.MS12		39					\$ -							\$ -				
302.MS12		40	Sewer Lift Station				\$ -							\$ -				
302.MS12	12.10.120.055	41	Lift Station		EA	\$ -	\$ -		\$ -		\$ -			\$ -				
302.MS12	12.10.120.060	42	Generator Assembly		EA	\$ -	\$ -		\$ -		\$ -			\$ -				
302.MS12		43					\$ 89,418.38											
302.MS12	12.10.130.030	44	Sewer - misc				\$ 89,418.38											
302.MS12	12.10.130.030	45	10" Forcmain	2062.00	LF	\$ 34.68	\$ 71,653.36	410.40	\$ 14,232.67		\$ -			\$ 410.40	\$ 14,232.67			
302.MS12	12.10.130.030	46	Sewer - Testing & Acceptance	1.00	LF	\$ 11,849.80	\$ 11,849.80	\$ -	\$ -		\$ -			\$ -	\$ -			
302.MS12	12.10.130.040	47	12" Forcmain Valves	1.00	EA	\$ 0.23	\$ 0.23	0.00	\$ -		\$ -			\$ -	\$ -			
302.MS12	12.10.130.035	48	ARV with Manhole	1.00	EA	\$ 6,304.99	\$ 6,304.99	0.00	\$ -		\$ -			\$ -	\$ -			
302.MS12		49					\$ 89,418.38											
302.MS12		50	Sanitary Sewer				\$ 269,574.30											
302.MS12		51					\$ 31,941.31											
302.MS12	12.20.210.065	53	12" RCP Storm Drain	599.84	LF	\$ 53.28	\$ 31,941.31	539.85	\$ 28,747.10		89.98	\$ 3,194.13		599.84	\$ 31,941.31			
302.MS12	12.20.210.100	54	18" RCP Storm Drain	480.96	LF	\$ 84.48	\$ 40,544.80	482.96	\$ 40,544.80		\$ -			483.96	\$ 40,544.80			

Job	Cost Code	No.	Service	Original Contract			Total Previous Billing		Current Billing		Total Billed to Date	
				Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	
302.MS12	12.20.210.105	65	24" RCP Storm Drain	556.46	LF	\$ 70.21	\$ 39,276.50	544.00	\$	38,194.24	556.46	\$ 39,276.50
302.MS12	12.20.210.110	66	30" RCP Storm Drain	860.95	LF	\$ 127.81	\$ 110,038.59	860.95	\$	110,038.59	860.95	\$ 110,038.59
302.MS12	12.20.210.115	67	36" RCP Storm Drain	389.58	LF	\$ 120.83	\$ 46,994.95	350.62	\$	42,280.45	389.58	\$ 46,994.95
302.MS12	12.20.210.125	68	48" RCP Storm Drain	104.34	LF	\$ 147.15	\$ 15,353.96	104.34	\$	15,353.96	104.34	\$ 15,353.96
302.MS12	12.20.210.325	69	12" HDPE 0-6" Deep	194.00	LF	\$ 41.20	\$ 8,055.01	194.00	\$	8,055.01	194.00	\$ 8,055.01
302.MS12	12.20.210.350	80	16" HDPE Storm Drain	85.05	LF	\$ 53.47	\$ 4,543.78	55.05	\$	2,943.79	85.05	\$ 4,543.78
302.MS12	12.20.210.355	81	18" HDPE Storm Drain	74.88	LF	\$ 32.11	\$ 2,414.19	74.88	\$	2,414.19	74.88	\$ 2,414.19
302.MS12	12.20.210.380	62	24" HDPE Storm Drain	178.27	LF	\$ 65.08	\$ 11,602.02	161.00	\$	10,477.86	178.27	\$ 11,602.02
302.MS12	12.20.210.385	63	30" HDPE Storm Drain	151.01	LF	\$ 82.48	\$ 12,455.13	151.01	\$	12,455.13	151.01	\$ 12,455.13
302.MS12	12.20.210.370	64	36" HDPE Storm Drain	300.97	LF	\$ 89.29	\$ 26,873.35	270.87	\$	24,186.01	300.97	\$ 26,873.35
302.MS12	12.20.210.380	65	48" HDPE Storm Drain	20.97	LF	\$ 178.00	\$ 3,733.75	18.83	\$	3,355.92	20.97	\$ 3,733.75
302.MS12	12.20.210.410	86	Storm Drain Testing and Accept	4170.54	LF	\$ 6.04	\$ 25,190.68	1000.00	\$	6,040.00	4170.54	\$ 25,190.68
302.MS12	87											
302.MS12	88		Storm Drain Concrete Structures				\$ 610,888.33					
302.MS12	12.20.225.005	89	Curb Inlet Single	21.50	EA	\$ 4,400.89	\$ 94,608.77	19.35	\$	85,147.89	21.50	\$ 94,608.77
302.MS12	12.20.225.010	70	Curb Inlet Double	6.29	EA	\$ 6,208.85	\$ 39,559.59	3.66	\$	22,812.83	6.29	\$ 39,559.59
302.MS12	12.20.225.050	71	Grated Inlet Type C	2.10	EA	\$ 3,873.48	\$ 7,754.50	1.89	\$	7,334.05	2.10	\$ 7,754.50
302.MS12	12.20.225.085	72	48" MH Use to 10' Deep	0.82	EA	\$ 4,087.48	\$ 3,352.07	0.13	\$	535.14	0.82	\$ 3,887.21
302.MS12	12.20.225.070	73	48" MH 10-12' Deep	1.05	EA	\$ 4,911.38	\$ 5,160.15	0.94	\$	4,652.14	1.05	\$ 5,160.15
302.MS12	12.20.210.020	74	18" MES	1.06	EA	\$ 1,001.20	\$ 1,060.93	1.00	\$	1,001.20	1.06	\$ 1,060.93
302.MS12	12.20.210.025	76	24" MES	1.05	EA	\$ 1,191.43	\$ 1,196.49	1.00	\$	1,191.43	1.05	\$ 1,196.49
302.MS12	12.20.210.030	76	30" MES	2.82	EA	\$ 1,392.30	\$ 3,850.14	2.82	\$	3,850.14	2.82	\$ 3,850.14
302.MS12	12.20.210.035	77	36" MES	4.19	EA	\$ 1,770.63	\$ 7,427.20	3.78	\$	6,694.48	4.19	\$ 7,427.20
302.MS12	12.20.210.055	78	48" MES	1.05	EA	\$ 6,174.82	\$ 6,475.32	0.94	\$	5,817.79	1.05	\$ 6,475.32
302.MS12	12.20.225.085	79	Underdrain	1069.84	EA	\$ 25.82	\$ 27,618.05	0.00	\$	-	1069.84	\$ 27,618.05
302.MS12	12.20.215.015	80	Modular Block Wall	2.00	EA	\$ 87,864.95	\$ 175,729.90	1.00	\$	87,864.95	2.00	\$ 175,729.90
302.MS12	12.20.215.015	81	Precast box culvert	63.00	LF	\$ 1,337.46	\$ 84,259.98	63.00	\$	84,259.98	63.00	\$ 84,259.98
302.MS12	12.20.215.015	82	4x10' Wildlife Crossing	65.00	LF	\$ 1,194.29	\$ 77,659.85	65.00	\$	77,659.85	65.00	\$ 77,659.85
302.MS12	12.20.215.015	83	Rip Rap	72.00	TN	\$ 140.95	\$ 10,148.40	0.00	\$	-	72.00	\$ 10,148.40
302.MS12	12.20.215.016	84	Red Bicycle Hoisting	430.00	LF	\$ 50.00	\$ 21,500.00	0.00	\$	-	430.00	\$ 21,500.00
302.MS12	12.20.225.170	85	Control Structures	5.00	EA	\$ 6,244.86	\$ 31,224.30	4.90	\$	28,190.97	5.00	\$ 31,224.30
302.MS12	12.20.215.016	86	Diemo existing 24" MES	1.00	EA	\$ 1,145.50	\$ 1,145.50	1.00	\$	1,145.50	1.00	\$ 1,145.50
302.MS12	87											
302.MS12	88		Storm Drainage				\$ 980,412.59					
302.MS12	89											
302.MS12	12.30.310.080	80	DWV - Waterline Pipe				\$ 123,547.46					
302.MS12	12.30.310.080	91	DWV-2" PVC Water Main		LF	\$ 5.97		0.00	\$	-		
302.MS12	12.30.310.085	92	DWV-4" PVC Water Main		LF	\$ 9.45		0.00	\$	-		
302.MS12	12.30.310.100	93	DWV-6" PVC Water Main		LF	\$ 17.81		0.00	\$	-		
302.MS12	12.30.310.105	94	DWV-8" PVC Water Main		LF	\$ 23.01		0.00	\$	-		
302.MS12	12.30.310.115	95	DWV-12" PVC Water Main	2446.00	LF	\$ 45.52	\$ 111,341.32	489.20	\$	22,263.38	2446.00	\$ 133,604.70
302.MS12	12.30.310.280	96	DWV-Service Laterals		EA	\$ 887.16		0.00	\$	-		
302.MS12	12.30.310.335	97	Test & Chlorinate	2446.00	LF	\$ 4.99	\$ 12,205.84	0.00	\$	-	2446.00	\$ 12,205.84
302.MS12	98											
302.MS12	99		DWV-Valves & Fittings				\$ 29,886.34					
302.MS12	12.30.315.010	100	DWV-4" Gate Valves		EA	\$ 797.41		0.00	\$	-		
302.MS12	12.30.315.015	101	DWV-6" Gate Valves		EA	\$ 972.50		0.00	\$	-		
302.MS12	12.30.315.020	102	DWV-8" Gate Valves		EA	\$ 1,352.07		0.00	\$	-		
302.MS12	12.30.315.030	103	DWV-12" Gate Valves	8.00	EA	\$ 2,483.32	\$ 19,866.56	0.00	\$	-	8.00	\$ 19,866.56
302.MS12	104											
302.MS12	105		DWV-Waterline Appurtenances				\$ 31,765.88					
302.MS12	12.30.320.010	106	DWV-Fire Hydrants	0.29	EA	\$ 2,111.75	\$ 612.41	0.00	\$	-	0.29	\$ 612.41
302.MS12	12.30.320.015	107	DWV-2" Flushing Hydrant	2.67	EA	\$ 1,308.83	\$ 3,478.75	0.00	\$	-	2.67	\$ 3,478.75
302.MS12	108											
302.MS12	109		Domestic Water				\$ 160,179.50					
302.MS12	110											
302.MS12	111		RWV - Waterline Pipe				\$ 220,051.94					
302.MS12	12.35.360.090	112	RWV-2" PVC Water Main		LF	\$ 6.43		0.00	\$	-		
302.MS12	12.35.360.095	113	RWV-4" PVC Water Main		LF	\$ 11.78		0.00	\$	-		
302.MS12	12.35.360.100	114	RWV-6" PVC Water Main		LF	\$ 18.81		0.00	\$	-		
302.MS12	12.35.360.105	115	RWV-8" PVC Water Main		LF	\$ 30.73		0.00	\$	-		
302.MS12	12.35.360.110	116	RWV-10" PVC Water Main	4.00	LF	\$ 62.10	\$ 248.40	4.00	\$	248.40	4.00	\$ 248.40
302.MS12	12.35.360.115	117	RWV-12" PVC Water Main	2474.00	LF	\$ 73.79	\$ 182,536.48	894.80	\$	66,027.29	2474.00	\$ 248,563.77
302.MS12	12.35.360.175	118	RWV-Service Laterals		EA	\$ 896.17		0.00	\$	-		
302.MS12	12.35.360.210	119	RWV - Testing	2474.00	LF	\$ 9.66	\$ 23,744.88	0.00	\$	-	2474.00	\$ 23,744.88
302.MS12	120											
302.MS12	121		RWV-Valves & Fittings				\$ 17,968.35					
302.MS12	12.35.365.010	122	RWV-4" Gate Valves		EA	\$ 827.33		0.00	\$	-		

Payment Application Form

Application No.:

Application Date:

Billing Period:

CONTRACTOR:

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By MO B/B Date: 12-19-19

State of: Florida

County of: Clay

Subscribed and sworn to before me this 18 day of December, 2019

Notary Public: Landia P. Day

My Commission expires: 12-2-20

Contractor	Scope of Work	Compliant COI	Worked this Month
J&D Tractor	misc. work		
Florida Carter	seed & mulch		
KCE	sod, seed & mulch		
Groundtronics	wire testing		
Hardscape	pavers		
Roger's Pavement Maintenance	striping		
Curb Systems	curb & sidewalk		
John Woody, Inc.	Utility Work		
Palmetto Prime	Asphalt Prime		
Preferred Material	Asphalt Supplier		
R&B	Pipe Sub		x

CONTRACTOR'S WAIVER AND RELEASE OF LIEN – CONDITIONAL

(To Accompany Each Application For Progress Payment. This form can only be used if Conditional Waivers are allowed and must be supplemented with an Unconditional Waiver after payment is received.)

**CONDITIONAL WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT**

The undersigned lienor, upon receipt of payment in the amount of \$ 181,721.86, waives and releases its lien and right to claim a lien for labor, services, or materials furnished through December 17, 2019, ("Waiver Date") to WFC Ashford Mills Owner VII, L.L.C. ("Owner") to the following property:

Shearwater Phase 2D Private Infrastructure located in St. Johns County Florida ("Property")
[Insert the description of the Property]

Upon receipt of the above referenced payment, Lienor certifies that all of its sub-contractors(s), supplier(s) and/or agent(s) furnishing labor, services or materials to or for it in connection with its Work at the Property have been or will be paid in full by Lienor within 7 days of receipt of the above referenced payment for all labor, services or material provided through the Waiver Date.

Lienor, upon receipt of the above-referenced payment, waives, releases and discharges Owner, its agents, assigns, attorneys and successors-in-interest, of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, punitive or exemplary damages, attorney's fees, expenses, costs and/or compensation of any kind or nature whatsoever, both at law and in equity, whether presently known or unknown, that Lienor ever had, now has or may hereafter have, for or arising out of, connected with, or in any way resulting from Lienor's Work at the Property though the Waiver Date.

Lienor acknowledges and agrees that this Progress Lien Waiver and Release is executed and delivered with the intent that the same be relied upon by Owner. This Progress Lien Waiver and Release shall inure to the benefit of Owner, its respective successors and assigns, and shall be binding upon Lienor, its successors and assigns upon Lienor's receipt of the above referenced payment.

DATED on December 17, 2019.

Lienor

By: 

[Lienor's Signature]

Vallencourt Construction Co., Inc.

[Lienor's Name]

P.O. Box 1889

Green Cove Springs, FL 32043

[Lienor's Address]

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018

(the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

January 29, 2020

- (A) Requisition Number: **CUS 76**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$99,838.17**
- (D) **Pay Application #4 Shearwater 2E**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: _____
DISTRICT ENGINEER

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018

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January 29, 2020

- (A) Requisition Number: **CUS 76**
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**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

BY: _____
CHAIRMAN OR VICE-CHAIRMAN

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BY:  _____
DISTRICT ENGINEER

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: Trout Creek CDD
c/o 500 Boyston Street, Suite 2010
Boston, MA 02116

PROJECT: Shearwater ZE-CDD

APPLICATION NO: 6130-4
PERIOD TO: 12/17/19

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM: VALLENCOURT CONSTRUCTION CO., INC.
P.O. BOX 65849
ORANGE PARK, FL 32065

CONTRACTOR'S
PROJECT NO: 2019-41

CONTRACT FOR:

CONTRACT DATE:

4/18/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1			
TOTALS		-	-
Net change by Change Orders			

1. ORIGINAL CONTRACT SUM..... \$ 2,383,440.97
2. Net change by Change Orders..... \$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 2,383,440.97
4. TOTAL COMPLETED & STORED TO DATE..... \$ 787,956.00
(Column G on G703)
5. RETAINAGE:
 - a. 10 % of Completed Work \$ 78,795.60
(Column D + E on G703)
 - b. % of Stored Materials \$
(Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column 1 of G703)..... \$ 78,795.60
6. TOTAL EARNED LESS RETAINAGE..... \$ 718,160.40
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$ 616,322.23
8. CURRENT PAYMENT DUE..... \$ 99,838.17
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 1,875,260.57
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 12-18-19

State of: FLORIDA County of: CLAY
Subscribed and sworn to before me this 18 day of December 2019
Notary Public: Sandra R. Day
My Commission Expires: 12-2-20



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 99,838.17
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:
By: [Signature] Date: 11/27/20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Payment Schedule:

Contractor shall submit Applications for Payment on the form below, as such may be amended from time to time. Applications for Payment must be submitted to Owner electronically at Accounting@Freeholdenv.com. Prior to submission to Owner, and no later than the 20th day of the each month, Contractor shall present Applications for Payments to Owner's Project Manager for initial review.

Payment Schedule

Instructions: Please fill out columns I and K as applicable for this billing period. For quantity for LS and TIME line items please enter percent complete as a fraction of 1, i.e. 50% would be .5. Where services are billed on a TIME basis, please attach an accounting of the personnel providing services, hours worked, and material expenses incurred. All invoices shall be submitted to: accounting@freeholdenv.com

Contractor: Valencourt Construction
 Project: Sherwater Phase 2E-Non CDD
 Application No.:
 Application Date: 12/17/2019
 Billing Period: 12/17/2019

A Job	B Cost Code	C No.	D Service	E Original Contract		G Total Previous Billing		I Current Billing		L Total Billed to Date		
				Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
Phase 2E-1												
	12.01.015.005		Mobilization									
	12.01.015.010		Mobilization / General Conditions	1.00	\$ 18,063.33	\$ 18,063.33	0.25	\$ 4,515.83		0.25	\$ 4,515.83	
	12.01.015.015		Site Contractor - Survey	1.00	\$ 14,546.85	\$ 14,546.85	0.25	\$ 3,636.71		0.25	\$ 3,636.71	
	12.01.015.020		Site Contractor - Bond	1.00	\$ 14,344.90	\$ 14,344.90	0.67	\$ 8,176.59		0.67	\$ 8,176.59	
			Site Contractor - Asbuilts	1.00	\$ 7,022.52	\$ 7,022.52	-	\$ -		-	\$ -	
	12.01.025.005		Grading Preparation									
			Clearing & Grub	12.18	\$ 5,616.81	\$ 68,439.02	12.18	\$ 68,413.93		12.18	\$ 68,413.93	
	12.01.040.010		Earthwork									
	12.01.040.010		Mass Grading (Cut)	80,965.00	\$ 2.72	\$ 220,558.78	80,965.00	\$ 220,558.78		80,965.00	\$ 220,558.78	
	12.01.040.035		Mass Grading (Fill)									
			Topsoil Strip and Restread	12,352.56	\$ 4.86	\$ 60,033.43	12,352.56	\$ 60,033.43		12,352.56	\$ 60,033.43	
	12.01.050.010		Finish Grading									
	12.01.050.025		Finish Grading - Streets	68,000.00	\$ 0.60	\$ 52,800.00						
			Finish Grading - Other - Inc Lots									
	12.01.065.005		Erosion Control									
	12.01.065.016		Silt Fence - Maintain	1,800.57	\$ 0.99	\$ 1,781.48	1,000.00	\$ 990.00		1,000.00	\$ 990.00	
	12.01.065.020		Sod on gene banks	16,250.00	\$ 2.95	\$ 47,937.50						
	12.01.065.030		RCW Sod Strip	1,078.00	\$ 3.86	\$ 4,149.50						
	12.01.065.035		Silt Fence	1,800.57	\$ 0.97	\$ 1,755.29	1,800.57	\$ 1,756.29		1,800.57	\$ 1,756.29	
	12.01.065.040		RCW Hydroseed	15,000.00	\$ 0.36	\$ 5,400.00						
	12.01.065.045		Seed & Mulch Lots									
	12.01.065.055		Curb Inlet Protection	27.80	\$ 188.04	\$ 5,227.95						
			NPDES Monitoring	1.00	\$ 7,867.48	\$ 7,867.48						
	12.01.070.005		Earthwork - Misc.									
			Construction Entrance	1.00	\$ 6,713.64	\$ 6,713.64	0.50	\$ 4,356.82		0.50	\$ 4,356.82	
			Site Preparation and Grading									
	12.10.110.080		Sanitary Sewer Pipe									
	12.10.110.180		8" PVC Sewer Man									
			6" PVC Lateral									
	12.10.115.030		Sanitary Sewer Manholes									
	12.10.110.205		Manholes 48"									
			Drop Connections									
	12.10.120.055		Sewer Lift Station									
			Lift Station	1.00	\$ 346,267.07	\$ 346,267.07	0.15	\$ 51,940.06		0.15	\$ 51,940.06	
			Sewer - misc									
	12.10.130.050		4" Forcemain	1,720.00	\$ 18.28	\$ 31,271.88						
	12.10.120.035		Sewer - Testing & Acceptance									
			ARV with Manhole	5.00	\$ 7,170.62	\$ 35,853.10						
			Sanitary Sewer									
	12.20.210.085		Storm Drain Pipe									
	12.20.210.100		15" RCP Storm Drain	77.21	\$ 84.82	\$ 6,548.44	15.44	\$ 1,309.89	61.77	\$ 5,238.79	77.21	\$ 6,548.44

Job	Cost Code	No.	Service	Original Contract			Total Previous Billing		Current Billing		Total Billed to Date	
				Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
12.20.210.105			16" RCP Storm Drain	115.81	\$ 82.05	\$ 9,502.44	23.18	\$ 1,800.49	82.65	\$ 7,601.55	115.81	\$ 9,502.44
12.20.210.120			24" RCP Storm Drain	122.25	\$ 120.89	\$ 14,778.99	24.45	\$ 2,955.62	36.00	\$ 4,593.72	82.45	\$ 7,546.34
12.20.210.115			42" RCP Storm Drain	19.30	\$ 99.82	\$ 1,926.74	9.88	\$ 988.35	-	\$ -	3.88	\$ 386.35
12.20.210.125			36" RCP Storm Drain	12.87	\$ 162.75	\$ 2,100.40	2.37	\$ 383.55	-	\$ -	2.57	\$ 414.08
12.20.210.350			48" RCP Storm Drain	45.04	\$ 198.48	\$ 8,940.00	9.01	\$ 514.08	-	\$ -	44.01	\$ 8,948.52
12.20.210.355			16" HDPE Storm Drain	104.55	\$ 43.82	\$ 4,581.52	20.21	\$ 915.30	35.00	\$ 6,875.83	160.00	\$ 12,372.65
12.20.210.360			18" HDPE Storm Drain	225.18	\$ 62.25	\$ 14,017.49	45.04	\$ 2,802.50	-	\$ -	26.91	\$ 918.30
12.20.210.365			24" HDPE Storm Drain	225.00	\$ 72.76	\$ 16,442.82	45.20	\$ 3,283.27	164.00	\$ 11,932.04	45.04	\$ 2,802.50
12.20.210.370			30" HDPE Storm Drain	104.55	\$ 71.85	\$ 7,512.35	20.91	\$ 1,502.43	63.00	\$ 3,809.05	209.20	\$ 15,229.58
12.20.210.380			36" HDPE Storm Drain	225.18	\$ 110.04	\$ 24,883.27	45.04	\$ 4,998.85	164.00	\$ 18,194.54	209.04	\$ 23,181.15
12.20.210.410			48" HDPE Storm Drain	144.77	\$ 162.30	\$ 23,494.79	-	\$ -	100.00	\$ 16,229.50	100.00	\$ 16,229.50
			Storm Drain Testing and Accept	1,416.71	\$ 6.31	\$ 8,957.64	-	\$ -	-	\$ -	-	\$ -
12.20.225.005			Storm Drain Concrete Structures	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.20.225.010			Curb Inlets Single	603	\$ 4,769.57	\$ 2,874,544.51	1.21	\$ 5,740.11	2.00	\$ 9,511.16	3.21	\$ 15,260.26
12.20.225.055			Curb Inlets Double	2.81	\$ 8,054.50	\$ 22,700.70	0.56	\$ 4,540.14	2.00	\$ 16,288.99	2.56	\$ 20,869.13
12.20.225.070			48" MH up to 10' deep	0.80	\$ 4,730.44	\$ 3,804.48	0.16	\$ 760.80	-	\$ -	0.16	\$ 760.80
12.20.225.075			48" MH 10-12' deep	0.40	\$ 8,160.00	\$ 3,264.00	0.08	\$ 652.76	-	\$ -	0.08	\$ 652.76
12.20.210.025			48" MH 12-14' deep	0.40	\$ 10,650.56	\$ 4,260.22	0.08	\$ 652.50	-	\$ -	0.08	\$ 652.50
12.20.210.035			36" MES	0.80	\$ 1,214.36	\$ 971.45	-	\$ -	-	\$ -	-	\$ -
			36" MES	0.80	\$ 1,051.70	\$ 841.36	-	\$ -	-	\$ -	-	\$ -
12.20.225.085			48" MES	0.80	\$ 4,652.82	\$ 3,722.06	-	\$ -	-	\$ -	-	\$ -
12.20.225.170			Underdrain	337.76	\$ 26.87	\$ 9,081.34	-	\$ -	-	\$ -	-	\$ -
			Control Structures	1.21	\$ 8,311.56	\$ 10,036.33	-	\$ -	1.00	\$ 8,311.56	1.00	\$ 8,311.56
			Storm Drainage	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.30.310.090			DW - Waterline Pipe	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.30.310.095			DW-2" PVC Water Main	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.30.310.100			DW-4" PVC Water Main	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.30.310.105			DW-6" PVC Water Main	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.30.310.110			DW-8" PVC Water Main	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.30.310.290			DW-10" PVC Water Main	1,940.00	\$ 37.54	\$ 72,821.14	-	\$ -	-	\$ -	-	\$ -
12.30.310.335			DW-Service Laterals	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
			Test & Chromate	1,940.00	\$ 5.00	\$ 9,700.00	-	\$ -	-	\$ -	-	\$ -
12.30.315.010			DW-Valves & Fittings	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.30.315.015			DW-4" Gate Valves	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.30.315.020			DW-6" Gate Valves	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.30.315.025			DW-8" Gate Valves	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
			DW-10" Gate Valves	7.00	\$ 2,276.65	\$ 15,936.55	-	\$ -	-	\$ -	-	\$ -
12.30.320.010			DW-Waterline Appurtenances	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.30.320.015			DW-Fire Hydrants	2.41	\$ 2,651.72	\$ 6,229.69	-	\$ -	-	\$ -	-	\$ -
			DW-2" Flushing Hydrant	1.21	\$ 1,619.85	\$ 1,959.17	-	\$ -	-	\$ -	-	\$ -
			Domestic Water	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.35.360.090			R/W - Waterline Pipe	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.35.360.095			R/W-2" PVC Water Main	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.35.360.100			R/W-4" PVC Water Main	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.35.360.105			R/W-6" PVC Water Main	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.35.360.110			R/W-8" PVC Water Main	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
			R/W-10" PVC Water Main	1,900.00	\$ 37.78	\$ 68,011.10	-	\$ -	-	\$ -	-	\$ -
12.35.360.210			R/W-Service Laterals	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
			R/W - Testing	1,900.00	\$ 5.00	\$ 9,500.00	-	\$ -	-	\$ -	-	\$ -
12.35.385.010			R/W-Valves & Fittings	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.35.385.020			R/W-4" Gate Valves	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
12.35.385.025			R/W-6" Gate Valves	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
			R/W-10" Gate Valves	8.00	\$ 2,266.75	\$ 13,694.00	-	\$ -	-	\$ -	-	\$ -
			R/W-Appurtenances	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
			R/W-2" Flushing Hydrant	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -
			Reclaimed Water	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -

Job	Cost Code	No.	Service	Original Contract			Total Previous Billing		Current Billing		Total Billed to Date	
				Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
			Sewer - mhp				-	\$	-	-	-	-
	12.10.130.050		4' Foreman				-		-	-	-	-
	12.10.120.035		Sewer - Testing & Acceptance				-		-	-	-	-
			ARV with Manhole				-		-	-	-	-
			Sanitary Sewer				-		-	-	-	-
	12.20.210.085		Storm Drain Pipe				-		-	-	-	-
	12.20.210.100		18" RCP Storm Drain	30.80	\$ 80.47	\$ 3,106.30	7.72	\$	621.28	30.80	2,485.11	3,808.39
	12.20.210.105		18" RCP Storm Drain	12.87	\$ 94.85	\$ 1,220.51	2.57	\$	244.11			244.11
	12.20.210.120		24" RCP Storm Drain	15.09	\$ 102.41	\$ 1,547.28	3.22	\$	329.48			329.48
	12.20.210.115		42" RCP Storm Drain									
	12.20.210.125		30" RCP Storm Drain									
	12.20.210.350		48" RCP Storm Drain									
	12.20.210.355		18" HDPE Storm Drain									
	12.20.210.360		18" HDPE Storm Drain									
	12.20.210.365		24" HDPE Storm Drain	104.55	\$ 70.86	\$ 7,387.73						
	12.20.210.370		30" HDPE Storm Drain	72.36	\$ 87.43	\$ 6,327.27						
	12.20.210.380		36" HDPE Storm Drain	80.43	\$ 106.31	\$ 8,550.04						
	12.20.210.410		48" HDPE Storm Drain									
			Storm Drain Testing and Accept	324.92	\$ 6.31	\$ 2,050.24						
	12.20.225.095		Storm Drain Concrete Structures									
	12.20.225.010		Curb Inlets Single	2.01	\$ 4,355.90	\$ 8,754.32	0.40	\$	1,751.68			1,751.68
	12.20.225.065		Curb Inlets Double	1.21	\$ 7,832.30	\$ 9,477.50	0.24	\$	1,841.52			1,841.52
	12.20.225.070		48" MH up to 10' deep	0.40	\$ 4,303.54	\$ 1,720.40	0.08	\$	346.10			346.10
	12.20.225.075		48" MH 10'-12' deep									
	12.20.210.025		48" MH 12'-14' deep									
	12.20.210.035		30" MES									
			36" MES	0.40	\$ 1,951.70	\$ 784.63						
	12.20.225.085		48" MES									
	12.20.225.170		Underdrains	144.77	\$ 26.57	\$ 3,849.86						
			Control Structures									
			Storm Drainage									
	12.30.310.090		DWW - Waterline Pipe									
	12.30.310.085		DWW-2" PVC Water Main									
	12.30.310.100		DWW-4" PVC Water Main									
	12.30.310.105		DWW-6" PVC Water Main									
	12.30.310.110		DWW-8" PVC Water Main									
	12.30.310.250		DWW-10" PVC Water Main	820.00	\$ 36.80	\$ 30,172.80						
	12.30.310.335		DWW-Service Laterals									
			Test & Chlorinate	820.00	\$ 5.00	\$ 4,100.00						
	12.30.315.010		DWW-Valves & Fittings									
	12.30.315.015		DWW-4" Gate Valves									
	12.30.315.020		DWW-6" Gate Valves									
	12.30.315.025		DWW-8" Gate Valves									
			DWW-10" Gate Valves									
	12.30.320.010		DWW-Waterline Appurtenances									
	12.30.320.015		DWW-Fire Hydrants	0.80	\$ 2,581.72	\$ 2,078.38						
			DWW-7" Flushing Hydrant	0.40	\$ 1,619.86	\$ 651.30						
			Domestic Water									
	12.35.360.090		R/W - Waterline Pipe									
	12.35.360.095		R/W-2" PVC Water Main									
	12.35.360.100		R/W-4" PVC Water Main									
	12.35.360.105		R/W-6" PVC Water Main									
	12.35.360.110		R/W-8" PVC Water Main									
			R/W-10" PVC Water Main	740.00	\$ 31.23	\$ 23,111.53						
	12.35.360.210		R/W-Service Laterals									
			R/W - Testing	740.00	\$ 8.05	\$ 5,957.00						

Job	Cost Code	No.	Service	Original Contract			Total Previous Billing		Current Billing		Total Billed In Date	
				Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
	12.35.365.010		R/W-Valves & Fittings									
	12.35.365.020		R/W-4" Gate Valves			\$ -	-	\$ -	-	-	\$ -	
	12.35.365.025		R/W-6" Gate Valves			\$ -	-	\$ -	-	-	\$ -	
			R/W-10" Gate Valves			\$ -	-	\$ -	-	-	\$ -	
			R/W-Appurtenances									
			R/W-2" Flushing Hydrant			\$ -	-	\$ -	-	-	\$ -	
			Reclaimed Water									
	12.40.410.020		Pavement									
			Subgrade Prep. - 12" Stabilized Subgrade	6.275.00	\$ 7.76	\$ 48,619.50	-	\$ -	-	-	\$ -	
	12.40.415.010		Pavement - Asphalt									
	12.40.415.020		1" Asphalt (First Lift)	5.375.00	\$ 6.67	\$ 35,851.25	-	\$ -	-	-	\$ -	
			Prime	5.375.00	\$ 0.58	\$ 3,117.50	-	\$ -	-	-	\$ -	
	12.40.425.015		Pavement - Aggregate Base									
			6" Aggregate Base	5.375.00	\$ 12.00	\$ 64,500.00	-	\$ -	-	-	\$ -	
	12.40.435.005		Curb and Gutter									
			Miami Curb and Gutter	4.025.00	\$ 11.54	\$ 46,448.50	-	\$ -	-	-	\$ -	
	12.40.440.010		Sidewalks									
			5' Sidewalk	108.33	\$ 60.99	\$ 6,607.65	-	\$ -	-	-	\$ -	
	12.40.445.025		Decorative Concrete									
			ADA Pavers - HC Ramps	30.00	\$ 56.90	\$ 1,706.94	-	\$ -	-	-	\$ -	
	12.40.460.030		Street Signage, Striping & Facilities									
			Pavement Markings	1.00	\$ 929.79	\$ 929.79	-	\$ -	-	-	\$ -	
			Street Improvements									
						\$ 2,393,449.97	TOTALS	\$ 687,624.71	TOTALS	\$ 110,891.29	TOTALS	\$ 797,954.00
			RETENTION			\$ 230,344.10	RETENTION	\$ 66,702.47	RETENTION	\$ 11,023.13	RETENTION	\$ 79,795.60
			TOTAL INVOICE			\$ 2,154,085.87	TOTAL INV.	\$ 618,322.24	TOTAL INV.	\$ 88,638.16	TOTAL INV.	\$ 718,168.40

Payment Application Form

Application No.:
Application Date:
Billing Period:

CONTRACTOR:

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By ADK Date: 12-18-19

State of: Florida

County of: Clay

Subscribed and sworn to before me this 18 day of December, 2019

Notary Public: Sandra R. Day

My Commission expires: 12-2-20



Contractor	Scope of Work	Compliant COI	Worked this Month
J&D Tractor	misc. work		
Florida Carter	seed & mulch		
KCE	sod, seed & mulch		
Groundtronics	wire testing		
Hardscape	pavers		
Roger's Pavement Maintenance	striping		
Curb Systems	curb & sidewalk		
John Woody, Inc.	Utility Work		
Palmetto Prime	Asphalt Prime		
Preferred Material	Asphalt Supplier		

CONTRACTOR'S WAIVER AND RELEASE OF LIEN -- CONDITIONAL

(To Accompany Each Application For Progress Payment. This form can only be used if Conditional Waivers are allowed and must be supplemented with an Unconditional Waiver after payment is received.)

**CONDITIONAL WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT**

The undersigned lienor, upon receipt of payment in the amount of \$ 99,838.17, waives and releases its lien and right to claim a lien for labor, services, or materials furnished through December 17, 2019, ("Waiver Date") to WFC Ashford Mills Owner VII, L.L.C. ("Owner") to the following property:

Shearwater Phase 2E Private Infrastructure located in St. Johns County Florida ("Property")
[Insert the description of the Property]

Upon receipt of the above referenced payment, Lienor certifies that all of its sub-contractors(s), supplier(s) and/or agent(s) furnishing labor, services or materials to or for it in connection with its Work at the Property have been or will be paid in full by Lienor within 7 days of receipt of the above referenced payment for all labor, services or material provided through the Waiver Date.

Lienor, upon receipt of the above-referenced payment, waives, releases and discharges Owner, its agents, assigns, attorneys and successors-in-interest, of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, punitive or exemplary damages, attorney's fees, expenses, costs and/or compensation of any kind or nature whatsoever, both at law and in equity, whether presently known or unknown, that Lienor ever had, now has or may hereafter have, for or arising out of, connected with, or in any way resulting from Lienor's Work at the Property though the Waiver Date.

Lienor acknowledges and agrees that this Progress Lien Waiver and Release is executed and delivered with the intent that the same be relied upon by Owner. This Progress Lien Waiver and Release shall inure to the benefit of Owner, its respective successors and assigns, and shall be binding upon Lienor, its successors and assigns upon Lienor's receipt of the above referenced payment.

DATED on December 17, 2019.

Lienor

By: 

[Lienor's Signature]

Vallencourt Construction Co., Inc.

[Lienor's Name]

P.O. Box 1889

Green Cove Springs, FL 32043

[Lienor's Address]

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 2806 N. FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

March 18, 2020

RIZZETTA & COMPANY, INC.
Trout Creek, Custody Account
Attn: Bill James
2806 N. Fifth Street, Unit 403
St. Augustine, FL 32084

RE: Custody Account, Series 2018
Requisitions for Payment

Dear Bill:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:

A) All checks should be sent overnight delivery via UPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 77	Prosser, Inc.	\$19,675.00
CUS 78	Sunstate Nursery & Landscaping	\$87,421.91
CUS 79	Vallencourt Construction	\$171,723.52
CUS 80	Vallencourt Construction	\$485,700.20
CUS 81	Vallencourt Construction	\$229,796.11

If you have any questions regarding this request, please do not hesitate to call me at (904) 436-6270. Thank you for your prompt attention to this matter.

Sincerely,
TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

Melissa Dobbins
District Manager

Invoice	Description	Amount
CUS 77 Prosser	CUS 77-81 S2018	\$19,675.00
		\$19,675.00

**324-TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT**

2806 N FIFTH ST, UNIT 403
ST. AUGUSTINE, FL 32084
(904) 436-6270

SUNTRUST BANK, TAMPA BAY
CARROLLWOOD OFFICE
TAMPA, FL 813-224-2222

63-656/631

CHECK NO. 002018

****Nineteen Thousand Six Hundred Seventy Five and 00/100
Dollars

DATE

AMOUNT

03/18/2020

\$19,675.00

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE




**PAY TO
THE
ORDER**

Prosser, Inc.
13901 Sutton Park Dr S
Suite 200
Jacksonville, FL 32224

Invoice	Description	Amount
CUS 78 Sunstate	CUS 77-81 S2018	\$87,421.91
		\$87,421.91

**324-TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT**

2806 N FIFTH ST, UNIT 403
ST. AUGUSTINE, FL 32084
(904) 436-6270

SUNTRUST BANK, TAMPA BAY
CARROLLWOOD OFFICE
TAMPA, FL 813-224-2222

63-656/631

CHECK NO. 002019

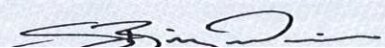
****Eighty Seven Thousand Four Hundred Twenty One and
91/100 Dollars

Sun State Nursery & Landscaping, Inc.
9362 Phillips Highway
Jacksonville, FL 32256

**PAY TO
THE
ORDER**

DATE	AMOUNT
03/18/2020	\$87,421.91

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE

MP

Security features: Details on back

Invoice	Description	Amount
CUS 79 Vallencourt	CUS 77-81 S2018	\$171,723.52
CUS 80 Vallencourt	CUS 77-81 S2018	\$485,700.20
CUS 81 Vallencourt	CUS 77-81 S2018	\$229,796.11
		\$887,219.83

**324-TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT**

2806 N FIFTH ST, UNIT 403
ST. AUGUSTINE, FL 32084
(904) 436-6270

SUNTRUST BANK, TAMPA BAY
CARROLLWOOD OFFICE
TAMPA, FL 813-224-2222

63-656/631

CHECK NO. 002020

****Eight Hundred Eighty Seven Thousand Two Hundred
Nineteen and 83/100 Dollars

DATE

AMOUNT

03/18/2020

\$887,219.83

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE




**PAY TO
THE
ORDER**

Vallencourt Construction
449 Center St
Green Cove Springs, FL 32043

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "indenture") (all capitalized terms used hereon shall have the meaning ascribed to such term in the Indenture):

February 17, 2020

- (A) Requisition Number: **CUS 77**
- (B) Name of Payee: **Prosser, Inc.**
13901 Sutton Park Drive South, Suite 200
Jacksonville, FL 32224
- (C) Amount Payable: **\$19,675.00** ✓
- (D) **Invoice # 42571 for Professional Services through 7/31/19.**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: 
DISTRICT ENGINEER



August 29, 2019
 Project No: 113034.31
 Invoice No: 42571

Trout Creek CDD
 c/o Rizetta & Company
 Attn: Melissa Dobbins
 2806 N. 5th St., Suite 403
 St. Augustine, FL 32084

Project 113034.31 Trout Creek CDD

Professional Services from July 1, 2019 to July 31, 2019

Fee & Expense Billing

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Task 1: Master Engineering & Permitting	229,000.00	100.00	229,000.00	229,000.00	0.00
Task 2: Amenity Center/Eng & Permitting	65,200.00	100.00	65,200.00	65,200.00	0.00
Task 7: School Road	55,750.00	25.00	13,937.50	8,362.50	5,575.00
Task 8: Master Engineering in Phase 3	123,000.00	10.00	12,300.00	6,150.00	6,150.00
Task 9: Phase 2 Plan Changes	45,000.00	100.00	45,000.00	45,000.00	0.00
Task 10: Effort to Complete Phase 2D	25,700.00	100.00	25,700.00	25,700.00	0.00
Task 11: Effort to Complete Phase 2E	8,500.00	100.00	8,500.00	6,800.00	1,700.00
Task 12: Outpost Amenity	25,000.00	25.00	6,250.00	0.00	6,250.00
Total Fee	577,150.00		405,887.50	386,212.50	19,675.00
		Total Fee			19,675.00
				Total this Task	\$19,675.00
				Total this Invoice	\$19,675.00

TROUT CREEK CDD
FORM OF REQUISITION FOR 2018 PROJECT

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the 2018 Project.

February 17, 2020

- (A) Requisition Number: **CUS 78**
- (B) Name of Payee: **Sunstate Nursery & Landscaping
9362 Phillips Highway
Jacksonville, FL 32256**
- (C) Amount Payable: **\$87,421.91** ✓
- (D) Pay App #8 & Retainage Shearwater Phase 2C
- (E) Account from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Custody Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from the Custody account, it is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals or duplicate copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN OR VICE-CHAIRMAN

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for corresponding 2018 Project Segment and portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer.

BY: 
DISTRICT ENGINEER

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO (OWNER): TROUT CREEK COO
910 RIZZETTA & COMPANY, INC.
2806 N. FIFTH STREET, UNIT 403
ST. AUGUSTINE, FL 32084

PROJECT: SHEARWATER PH. 2-C

APPLICATION NO: 8

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM: SOON STATE NURSERY & LANDSCAPING
9362 PHILLIPS HIGHWAY
JACKSONVILLE, FL. 32256

VIA (ARCHITECT):

Period to: 1/31/20

ARCHITECT'S
 PROJECT NO:
 CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1.	8-27-19	23,774.87	
2.	11-6-19	899,536.00	
TOTALS		923,310.87	
Net change by Change Orders		923,310.87	

1. ORIGINAL CONTRACT SUM	<u>1,091,756.96</u>
2. Net change by Change Orders	<u>923,310.87</u>
3. CONTRACT SUM TO DATE	<u>2,015,067.83</u>
4. TOTAL COMPLETED & STORED TO DATE	<u>1,115,531.83</u>
5. RETAINAGE:	
a. 10% of Completed Work	<u>55,776.59</u>
b. 10% of Stored Material	
Total Retainage	<u>55,776.59</u>
6. TOTAL EARNED LESS RETAINAGE	<u>1,059,285.24</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..	<u>1,028,109.92</u>
8. CURRENT PAYMENT DUE	<u>31,645.32</u>
9. BALANCE TO FINISH, PLUS RETAINAGE	<u>955,312.59</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SOON STATE NURSERY & LANDSCAPING, INC

By: [Signature] Date: 1/31/2020

State of: FLORIDA County of: DUVAL

Subscribed and sworn to before me this 31st day of January, 2020

Notary Public: Catherine V Byers

My Commission expires: May 13, 2022



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: [Signature]

By: [Signature] Date: 2/18/20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract


WAIVER AND RELEASE OF LIEN OR BOND
UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ 31,645.32 hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished through (date) 1/31/2020 (customer) Trout Creek Community Development District on the job of (owner of property) Trout Creek Community Development District the following described property.

SHEARWATER PHASE 2 C

This waiver and releases does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien or Bond on behalf of Lienor.

DATED on January 31, 2020

Lienor's Name Sun State Nursery & Landscaping, Inc...
Address 9362 Phillips Highway
Jacksonville, FL 32256
Phone 904-260-0082
By 
Printed Name Jerry R. Clark
Title Chief Financial Officer

State of Florida
County Duval

Sworn to and Subscribed before me this 31 st day of January
2020.


Notary Public



Personally known or Produced Identification _____,

Identification _____,

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO (OWNER): TROUT CREEK CDD
C/O RIZZETTA & COMPANY, INC.
2806 N. FIATH STREET UNIT 403
ST. AUGUSTINE, FL 32084

PROJECT: SHEARWATER PH. 2-C

APPLICATION NO: RETENTION

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

Period to: 1/31/20

FROM: SUN STATE NURSERY & LANDSCAPING
9362 PHILLIPS HIGHWAY
JACKSONVILLE, FL. 32256

VIA (ARCHITECT):

ARCHITECT'S
 PROJECT NO:
 CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1.	8-27-19	23,774.87	
2.	11-6-19	899,536.00	
TOTALS		923,310.87	
Net change by Change Orders		923,310.87	

1. ORIGINAL CONTRACT SUM	1,091,756.96
2. Net change by Change Orders	923,310.87
3. CONTRACT SUM TO DATE	2,015,067.83
4. TOTAL COMPLETED & STORED TO DATE	1,115,531.83
5. RETAINAGE:	
a. 10% of Completed Work	
b. 10% of Stored Material	
Total Retainage	
6. TOTAL EARNED LESS RETAINAGE	1,115,531.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..	1,059,755.24
8. CURRENT PAYMENT DUE	55,776.59
9. BALANCE TO FINISH, PLUS RETAINAGE	899,536.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SUN STATE NURSERY & LANDSCAPING, INC

By: [Signature] Date: 1/31/2020

State of: FLORIDA County of: Duval

Subscribed and sworn to before me this 31st day of January, 2020

Notary Public: Catherine V Byers

My Commission expires: May 13, 2020



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA • 1983
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: [Signature]

By: [Signature] Date: 2/10/20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

**UNCONDITIONAL WAIVER AND RELEASE OF LIEN OR BOND
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$ 55,776.59 hereby waives and releases its lien or bond claim and right to claim a lien or claim against the bond including all claims, change orders or demands whatsoever for labor, services, or materials furnished to (customer) Trout Creek Community Development District on the job of (owner of property) Trout Creek Community Development District the following described property.

SHEARWATER PHASE 2-C

The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien or Bond on behalf of Lienor.

DATED on January 31, 2020

Lienor's Name Sun State Nursery & Landscaping, Inc.
Address 9362 Phillips Highway
Jacksonville, FL 32256
Phone 904-260-0822

By 
Printed Name Jerry R. Clark
Title Chief Financial Officer

State of Florida
County Duval

Sworn to and Subscribed before me this 31 st day of January 2020.


Notary Public

Personally known or Produced Identification



Identification _____,

Note: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is

SUN STATE NURSERY & LANDSCAPING, INC. 9362 PHILLIPS HIGHWAY JACKSONVILLE, FL 32256			PROJECT NAME:	SHEARWATER PHASE 2 C				19-025	
TROUT CREEK CDD c/o Rizzetta & Company 2806 North Fifth Street, Unit 403 St. Augustine, Florida 32084							APPLICATION NUMBER:	RETENTION	
							APPLICATION DATE:	1/31/20	
							PERIOD TO:	1/31/2020	
							ARCHITECTS PROJECT NO:		
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETENTION
Cost Code									5 %
	OTHER TOTAL	\$0.00 \$4,700.00	\$0.00 \$4,700.00	\$0.00	\$0.00	\$0.00 \$4,700.00	0.00% 100.00%	\$0.00 \$0.00	\$0.00 \$235.00
	TREES TOTAL	\$0.00 \$394,870.70	\$0.00 \$394,870.70	\$0.00	\$0.00	\$0.00 \$394,870.70	ERR 100.00%	\$0.00 \$0.00	\$0.00 \$19,743.54
	SHRUBS TOTAL	\$0.00 \$62,117.40	\$0.00 \$62,117.40	\$0.00	\$0.00	\$0.00 \$62,117.40	ERR 100.00%	\$0.00 \$0.00	\$0.00 \$3,105.87
	GROUNDCOVERS	\$0.00 \$346,068.86	\$0.00 \$346,068.86	\$0.00	\$0.00	\$0.00 \$346,068.86	ERR 100.00%	\$0.00 \$0.00	\$0.00 \$17,303.44
	IRRIGATION	\$0.00 \$284,000.00	\$0.00 \$284,000.00	\$0.00	\$0.00	\$0.00 \$284,000.00	ERR 100.00%	\$0.00 \$0.00	\$0.00 \$14,200.00
8/27/19	C.O. # 1- Landscape & Irrigation Changes	\$0.00 \$23,774.87	\$0.00 \$23,774.87	\$0.00	\$0.00	\$0.00 \$23,774.87	ERR 100.00%	\$0.00 \$0.00	\$0.00 \$1,188.74
11/6/19	C.O. # 2- Shearwater 2 D- LANDSCAPE	\$0.00 \$702,556.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR 0.00%	\$0.00 \$702,556.00	\$0.00
	C.O. # 2- Shearwater 2 D- IRRIGATION	\$0.00 \$196,980.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR 0.00%	\$0.00 \$196,980.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00
		\$2,015,067.83	\$1,115,531.83	\$0.00	\$0.00	\$1,115,531.83	55.36%	\$899,536.00	\$55,776.59

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018

(the Master Indenture as amended and supplemented is hereinafter referred to as the "indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

February 17, 2020

- (A) Requisition Number: CUS 79
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: \$171,723.52 ✓
- (D) Pay Application #16 Shearwater 2C
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: 
DISTRICT ENGINEER

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: Trout Creek CDD
c/o 500 Boyston Street, Suite 2010
Boston, AM 02116

PROJECT: Shearwater 2C -CDD

APPLICATION NO: 6206-16

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

SRB

PERIOD TO: 1/22/20

FROM: VALLENCOURT CONSTRUCTION CO., INC.
P.O. BOX 65849
ORANGE PARK, FL 32065

CONTRACTOR'S
PROJECT NO: 2018-33

CONTRACT FOR:

CONTRACT DATE: 4/18/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1			
TOTALS		-	-
Net change by Change Orders		-	-

1. ORIGINAL CONTRACT SUM..... \$ 3,862,580.49
2. Net change by Change Orders..... \$ -
3. CONTRACT SUM TO DATE (Line 1 +- 2)..... \$ 3,862,580.49
4. TOTAL COMPLETED & STORED TO DATE..... \$ 4,037,021.75
(Column G on G703)
5. RETAINAGE:
 - a. 10 % of Completed Work \$ 403,702.18
(Column D + E on G703)
 - b. ___ % of Stored Materials \$ _____
(Column F on G703)
 Total Retainage (Line 5a + 5b or
Total in Column 1 of G703)..... \$ 403,702.18
6. TOTAL EARNED LESS RETAINAGE:..... \$ 3,633,319.57
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)..... \$ 3,461,596.05
8. CURRENT PAYMENT DUE..... \$ 171,723.52
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 229,260.92
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: [Signature]
By: _____

Date: 1-22-20

State of: FLORIDA County of: CLAY
Subscribed and sworn to before me this 28th day of January 2020
Notary Public: Maria Valdes
My Commission Expires: 12.8.21



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED: 171,723.52
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: [Signature] Date: 2/10/20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Payment Schedule:

Contractor shall submit Applications for Payment on the form below, as such may be amended from time to time, no later than the 5th of each month for work performed in the preceding month. Applications for Payment must be submitted to Owner electronically at Accounting@Freeholdcm.com.
 Prior to submission to Owner, and no later than the 25th day of the each month, Contractor shall present a Pencil Draw to Owner's Project Manager for initial review, with work projected through the end of the month. The billing period shall be a calendar month.

**Exhibit G
Payment Schedule**

Instructions: Please fill out columns I and K as applicable for this billing period. For quantity for LS and TM/NTE line items please enter percent complete as a fraction of 1, i.e. 50% would be .5. Where services are billed on a TM/NTE basis, please attach an accounting of the personnel providing services, hours worked, and material expenses incurred. All invoices shall be submitted to: accounting@freeholdcm.com

Contractor: Vallencourt Construction
 Project: Shearwater 2C -CDD

Application No.: 16
 Application Date: 1/22/2020
 Billing Period: 1/22/2020

A Job	B Cost Code	C No.	D Service	Original Contract			Total Previous Billing		Current Billing		Total Billed to Date	
				E Quantity	F Unit	G Unit Price	H Amount	I Quantity	J Amount	K Quantity	L Amount	M Quantity
302.MST2		1	Mobilization				\$ 132,797.57					
302.MST2	12.01.015.005	2	Mobilization / General Conditions	0.63	LS	\$ 78,601.43	\$ 49,447.03	0.63	\$ 49,447.03	-	\$ -	\$ 0.63 \$ 49,447.03
302.MST2	12.01.015.010	3	Site Contractor - Survey	0.63	LS	\$ 65,480.90	\$ 41,193.10	0.63	\$ 41,193.10	-	\$ -	\$ 0.63 \$ 41,193.10
302.MST2	12.01.015.015	4	Site Contractor - Bond	0.63	LS	\$ 38,440.60	\$ 24,182.43	0.63	\$ 24,182.43	-	\$ -	\$ 0.63 \$ 24,182.43
302.MST2	12.01.015.020	5	Site Contractor - Asbuilts	0.63	LS	\$ 28,573.40	\$ 17,975.12	0.63	\$ 17,975.12	-	\$ -	\$ 0.63 \$ 17,975.12
302.MST2		6	Site Contractor - Testing	0.00	LS	\$ -	\$ -	0.00	\$ -	-	\$ -	\$ - \$ -
302.MST2		7					\$ -		\$ -		\$ -	\$ - \$ -
302.MST2		8	Grading Preparation				\$ -		\$ -		\$ -	\$ - \$ -
302.MST2	12.01.025.005	9	Clearing & Grub	0.00	AC	\$ 4,647.00	\$ -	0.00	\$ -	-	\$ -	\$ - \$ -
302.MST2		10					\$ -		\$ -		\$ -	\$ - \$ -
302.MST2		11	Earthwork				\$ 730,157.79		\$ -		\$ -	\$ - \$ -
302.MST2	12.01.040.010	12	Mass Grading (Cut)	219729.00	CY	\$ 2.65	\$ 581,625.93	219729.00	\$ 581,625.93	-	\$ -	\$ 219,729.00 \$ 581,625.93
302.MST2	12.01.040.010	13	Mass Grading (Fill)	0.00		\$ 1.11	\$ -	0.00	\$ -	-	\$ -	\$ - \$ -
302.MST2	12.01.040.055	14	Topsoil Strip and Respread	26502.12	CY	\$ 5.60	\$ 148,531.86	26502.12	\$ 148,531.86	-	\$ -	\$ 26,502.12 \$ 148,531.86
302.MST2		15					\$ -		\$ -		\$ -	\$ - \$ -
302.MST2		16	Finish Grading				\$ 97,729.10		\$ -		\$ -	\$ - \$ -
302.MST2	12.01.050.010	17	Finish Grading Streets	42487.00	SY	\$ 0.62	\$ 26,135.60	42487.00	\$ 26,135.60	-	\$ -	\$ 42,487.00 \$ 26,135.60
302.MST2	12.01.050.025	18	Finish Grading Other - Inc Lots	137679.80	SY	\$ 0.52	\$ 71,593.50	137679.80	\$ 71,593.50	-	\$ -	\$ 137,679.80 \$ 71,593.50
302.MST2		19					\$ -		\$ -		\$ -	\$ - \$ -
302.MST2		20	Erosion Control				\$ 91,649.24		\$ -		\$ -	\$ - \$ -
302.MST2	12.01.065.005	21	Silt Fence Maintain	10392.50	LF	\$ 0.99	\$ 10,288.57	10392.50	\$ 10,288.57	-	\$ -	\$ 10,392.50 \$ 10,288.57
302.MST2	12.01.065.015	22	Sod on pond banks	16365.00	SY	\$ 2.31	\$ 37,803.15	16365.00	\$ 37,803.15	-	\$ -	\$ 16,365.00 \$ 37,803.15
302.MST2	12.01.065.020	23	ROW Sod Strip	3999.00	SY	\$ 4.15	\$ 16,588.63	3999.00	\$ 16,588.63	-	\$ -	\$ 3,999.00 \$ 16,588.63
302.MST2	12.01.065.025	24	Sod backslope of lots	0.00	SY	\$ 2.31	\$ -	0.00	\$ -	-	\$ -	\$ - \$ -
302.MST2	12.01.065.030	25	Silt Fence	10392.50	LF	\$ 0.93	\$ 9,665.02	10392.50	\$ 9,665.02	-	\$ -	\$ 10,392.50 \$ 9,665.02
302.MST2	12.01.065.035	26	ROW Hydroseed	0.00	SY	\$ 0.29	\$ -	0.00	\$ -	-	\$ -	\$ - \$ -
302.MST2	12.01.065.040	27	Seed & Mulch Lots	0.00	SY	\$ 0.29	\$ -	0.00	\$ -	-	\$ -	\$ - \$ -
302.MST2	12.01.065.045	28	Curb Inlet Protection	23.91	EA	\$ 164.75	\$ 3,938.39	23.91	\$ 3,938.39	-	\$ -	\$ 23.91 \$ 3,938.39
302.MST2	12.01.065.055	29	NPDES Monitoring	0.63	LS	\$ 21,245.88	\$ 13,365.48	0.63	\$ 13,365.48	-	\$ -	\$ 0.63 \$ 13,365.48
302.MST2		30					\$ -		\$ -		\$ -	\$ - \$ -
302.MST2		31	Earthwork - Misc.				\$ 8,713.00		\$ -		\$ -	\$ - \$ -
302.MST2	12.01.070.066	32	Construction Entrance	1.00	EA	\$ 8,713.00	\$ 8,713.00	1.00	\$ 8,713.00	-	\$ -	\$ 1.00 \$ 8,713.00
302.MST2		33					\$ -		\$ -		\$ -	\$ - \$ -
302.MST2		34	Site Preparation and Grading				\$ 1,061,046.80		\$ -		\$ -	\$ - \$ -
302.MST2		35					\$ -		\$ -		\$ -	\$ - \$ -
302.MST2		36	Sanitary Sewer Pipe				\$ -		\$ -		\$ -	\$ - \$ -
302.MST2	12.10.110.090	37	8" PVC Sewer Main	0.00	LF	\$ 34.74	\$ -	0.00	\$ -	-	\$ -	\$ - \$ -
302.MST2	12.10.110.190	38	6" PVC Lateral	0.00	EA	\$ 588.43	\$ -	0.00	\$ -	-	\$ -	\$ - \$ -
302.MST2	12.10.110.205	39	Connection to Phase 2A	0.00	EA	\$ 1,762.35	\$ -	0.00	\$ -	-	\$ -	\$ - \$ -
302.MST2		40					\$ -		\$ -		\$ -	\$ - \$ -
302.MST2		41	Sanitary Sewer Manholes				\$ -		\$ -		\$ -	\$ - \$ -
302.MST2	12.10.115.030	42	Manholes 48"	0.00	EA	\$ 4,648.89	\$ -	0.00	\$ -	-	\$ -	\$ - \$ -
302.MST2	12.10.110.205	43	Tie-In to Phase 2A	0.00	EA	\$ -	\$ -	0.00	\$ -	-	\$ -	\$ - \$ -
302.MST2		44	Drop Connections	0.00	EA	\$ -	\$ -	0.00	\$ -	-	\$ -	\$ - \$ -
302.MST2		45					\$ -		\$ -		\$ -	\$ - \$ -
302.MST2		46	Sewer Lift Station				\$ 433,053.41		\$ -		\$ -	\$ - \$ -
302.MST2	12.10.120.055	47	Lift Station	1.00	EA	\$ 312,239.94	\$ 312,239.94	1.00	\$ 312,239.94	-	\$ -	\$ 1.00 \$ 312,239.94
302.MST2	12.10.120.060	48	Generator Assembly	1.00	EA	\$ 120,813.47	\$ 120,813.47	1.00	\$ 120,813.47	-	\$ -	\$ 1.00 \$ 120,813.47
302.MST2		49					\$ -		\$ -		\$ -	\$ - \$ -
302.MST2		50	Sewer - misc				\$ 127,688.37		\$ -		\$ -	\$ - \$ -
302.MST2	12.10.120.030	51	10" Forcemain	1270.00	LF	\$ 34.68	\$ 44,046.44	1270.00	\$ 44,046.44	-	\$ -	\$ 1,270.00 \$ 44,046.44
302.MST2	12.10.120.020	52	6" Forcemain	1710.00	LF	\$ 18.81	\$ 31,822.22	1710.00	\$ 31,822.22	-	\$ -	\$ 1,710.00 \$ 31,822.22
302.MST2	12.10.130.050	53	Sewer - Testing & Acceptance	1.00	LF	\$ 11,949.80	\$ 11,949.80	1.00	\$ 11,949.80	-	\$ -	\$ 1.00 \$ 11,949.80
302.MST2	12.10.120.040	54	10" Forcemain Valves	8940.00	EA	\$ 0.23	\$ 2,039.97	8940.00	\$ 2,039.97	-	\$ -	\$ 8,940.00 \$ 2,039.97
302.MST2	12.10.120.035	55	ARV with Manhole	8.00	EA	\$ 8,304.99	\$ 37,829.94	6.00	\$ 37,829.94	-	\$ -	\$ 6.00 \$ 37,829.94
302.MST2		56					\$ -		\$ -		\$ -	\$ - \$ -
302.MST2		57	Sanitary Sewer				\$ 560,741.78		\$ -		\$ -	\$ - \$ -

Job	Cost Code	No.	Service	Original Contract			Total Previous Billing		Current Billing		Total Billed to Date	
				Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity
302.MST2		58					\$ -				\$ -	
302.MST2		59	Storm Drain Pipe				\$ 181,410.90				\$ -	
302.MST2	12.20.210.095	60	15" RCP Storm Drain	81.00	LF	\$ 54.25	\$ 4,394.25	81.00	\$ 4,394.25		\$ 4,394.25	
302.MST2	12.20.210.100	61	18" RCP Storm Drain	299.00	LF	\$ 65.48	\$ 19,578.50	299.00	\$ 19,578.50		\$ 19,578.50	
302.MST2	12.20.210.105	62	24" RCP Storm Drain	150.00	LF	\$ 71.21	\$ 10,680.84	150.00	\$ 10,680.84		\$ 10,680.84	
302.MST2	12.20.210.120	63	42" RCP Storm Drain	0.00	LF		\$ -	0.00	\$ -		\$ -	
302.MST2	12.20.210.115	64	36" RCP Storm Drain	55.00	LF	\$ 120.63	\$ 6,634.65	55.00	\$ 6,634.65		\$ 6,634.65	
302.MST2	12.20.210.125	65	48" RCP Storm Drain	500.00	LF	\$ 147.15	\$ 73,577.40	500.00	\$ 73,577.40		\$ 73,577.40	
302.MST2	12.20.210.130	66	54" RCP Storm Drain	187.00	LF	\$ 206.40	\$ 38,596.80	187.00	\$ 38,596.80		\$ 38,596.80	
302.MST2	12.20.210.360	67	15" HDPE Storm Drain	0.00	LF	\$ 53.47	\$ -	0.00	\$ -		\$ -	
302.MST2	12.20.210.355	68	18" HDPE Storm Drain	0.00	LF	\$ 52.11	\$ -	0.00	\$ -		\$ -	
302.MST2	12.20.210.360	69	24" HDPE Storm Drain	230.00	LF	\$ 65.08	\$ 14,968.02	230.00	\$ 14,968.02		\$ 14,968.02	
302.MST2	12.20.210.365	70	30" HDPE Storm Drain	0.00	LF	\$ 82.48	\$ -	0.00	\$ -		\$ -	
302.MST2	12.20.210.370	71	36" HDPE Storm Drain	41.00	LF	\$ 89.29	\$ 3,660.72	41.00	\$ 3,660.72		\$ 3,660.72	
302.MST2	12.20.210.375	72	42" HDPE Storm Drain	0.00	LF	\$ 130.21	\$ -	0.00	\$ -		\$ -	
302.MST2	12.20.210.380	73	48" HDPE Storm Drain	0.00	LF	\$ 178.00	\$ -	0.00	\$ -		\$ -	
302.MST2	12.20.210.385	74	54" HDPE Storm Drain	0.00	LF		\$ -	0.00	\$ -		\$ -	
302.MST2	12.20.210.410	75	Storm Drain Testing and Accept	1543.00	LF	\$ 6.04	\$ 9,319.72	1543.00	\$ 9,319.72		\$ 9,319.72	
302.MST2		76					\$ -				\$ -	
302.MST2		77	Storm Drain Concrete Structures				\$ 92,587.28				\$ -	
302.MST2	12.20.225.005	78	Curb Inlets Single	10.00	EA	\$ 4,400.89	\$ 44,008.92	10.00	\$ 44,008.92		\$ 44,008.92	
302.MST2	12.20.225.010	79	Curb Inlets Double	0.00	EA	\$ 6,288.88	\$ -	0.00	\$ -		\$ -	
302.MST2	12.20.225.050	80	Grated Inlet Type C	0.00	EA	\$ 3,673.48	\$ -	0.00	\$ -		\$ -	
302.MST2		81	36" MH up to 10' deep	0.00	EA		\$ -	0.00	\$ -		\$ -	
302.MST2	12.20.225.065	82	48" MH up to 10' deep	1.00	EA	\$ 4,067.45	\$ 4,067.45	1.00	\$ 4,067.45		\$ 4,067.45	
302.MST2	12.20.225.070	83	48" MH 10-12' deep	0.00	EA	\$ 4,911.15	\$ -	0.00	\$ -		\$ -	
302.MST2	12.20.225.075	84	48" MH 12-14' deep	0.00	EA	\$ 9,188.53	\$ -	0.00	\$ -		\$ -	
302.MST2	12.20.210.025	85	24" MES	1.00	LF	\$ 1,131.43	\$ 1,131.43	1.00	\$ 1,131.43		\$ 1,131.43	
302.MST2	12.20.210.030	86	30" MES	1.00	LF	\$ 1,392.31	\$ 1,392.31	1.00	\$ 1,392.31		\$ 1,392.31	
302.MST2	12.20.210.035	87	36" MES	4.00	LF	\$ 1,770.63	\$ 7,082.52	4.00	\$ 7,082.52		\$ 7,082.52	
302.MST2	12.20.210.040	88	42" MES	0.00	LF	\$ 3,952.35	\$ -	0.00	\$ -		\$ -	
302.MST2	12.20.210.055	89	54" MES	1.00	LF	\$ 5,842.66	\$ 5,842.66	1.00	\$ 5,842.66		\$ 5,842.66	
302.MST2	12.20.225.085	90	Underdrain	400.00	EA	\$ 25.82	\$ 10,328.00	400.00	\$ 10,328.00		\$ 10,328.00	
302.MST2		91	Underdrain Cleanouts	0.00	EA		\$ -	0.00	\$ -		\$ -	
302.MST2	12.20.225.170	92	Control Structures	3.00	EA	\$ 6,244.66	\$ 18,733.99	3.00	\$ 18,733.99		\$ 18,733.99	
302.MST2		93					\$ -				\$ -	
302.MST2		94	Storm Drainage				\$ 273,998.18				\$ -	
302.MST2		95					\$ -				\$ -	
302.MST2		96	D/W - Waterline Pipe				\$ 130,750.75				\$ -	
302.MST2	12.30.310.090	97	D/W-2" PVC Water Main	0.00	LF	\$ 5.97	\$ -	0.00	\$ -		\$ -	
302.MST2	12.30.310.095	98	D/W-4" PVC Water Main	0.00	LF	\$ 9.45	\$ -	0.00	\$ -		\$ -	
302.MST2	12.30.310.100	99	D/W-6" PVC Water Main	0.00	LF	\$ 17.81	\$ -	0.00	\$ -		\$ -	
302.MST2	12.30.310.105	100	D/W-8" PVC Water Main	0.00	LF	\$ 24.01	\$ -	0.00	\$ -		\$ -	
302.MST2	12.30.310.110	101	D/W-10" PVC Water Main	124.00	LF	\$ 51.83	\$ 6,426.71	124.00	\$ 6,426.71		\$ 6,426.71	
302.MST2	12.30.310.115	102	D/W-12" PVC Water Main	2087.00	LF	\$ 45.52	\$ 95,002.14	2087.00	\$ 95,002.14		\$ 95,002.14	
302.MST2	12.30.310.290	103	D/W-Service Laterals	0.00	EA	\$ 687.16	\$ -	0.00	\$ -		\$ -	
302.MST2	12.30.310.335	104	Test & Chlorinate	5870.63	LF	\$ 4.99	\$ 29,321.90	5870.63	\$ 29,321.90		\$ 29,321.90	
302.MST2		105					\$ -				\$ -	
302.MST2		106	D/W-Valves & Fittings				\$ 20,984.16				\$ -	
302.MST2	12.30.315.010	107	D/W-4" Gate Valves	0.00	EA	\$ 707.47	\$ -	0.00	\$ -		\$ -	
302.MST2	12.30.315.015	108	D/W-6" Gate Valves	0.00	EA	\$ 972.90	\$ -	0.00	\$ -		\$ -	
302.MST2	12.30.315.020	109	D/W-8" Gate Valves	0.00	EA	\$ 1,352.07	\$ -	0.00	\$ -		\$ -	
302.MST2	12.30.315.025	110	D/W-10" Gate Valves	3.00	EA	\$ 2,028.08	\$ 6,084.24	3.00	\$ 6,084.24		\$ 6,084.24	
302.MST2	12.30.315.030	111	D/W-12" Gate Valves	6.00	EA	\$ 2,483.32	\$ 14,899.92	6.00	\$ 14,899.92		\$ 14,899.92	
302.MST2	12.30.310.005	112	Connect to Stub	0.00	EA		\$ -	0.00	\$ -		\$ -	
302.MST2	12.30.310.005	113	Wet Taps	0.00	EA		\$ -	0.00	\$ -		\$ -	
302.MST2		114					\$ -				\$ -	
302.MST2		115	D/W-Waterline Appurtenances				\$ 27,439.85				\$ -	
302.MST2	12.30.320.010	116	D/W-Fire Hydrants	9.44	EA	\$ 2,111.75	\$ 19,927.08	9.44	\$ 19,927.08		\$ 19,927.08	
302.MST2	12.30.320.015	117	D/W-2" Flushing Hydrant	5.66	EA	\$ 1,326.93	\$ 7,512.77	5.66	\$ 7,512.77		\$ 7,512.77	
302.MST2	12.30.320.020	118	D/W-Blowoff Assembly	0.00	EA		\$ -	0.00	\$ -		\$ -	
302.MST2		119					\$ -				\$ -	
302.MST2		120	Domestic Water				\$ 179,174.76				\$ -	
302.MST2		121					\$ -				\$ -	
302.MST2		122	R/W - Waterline Pipe				\$ 118,678.31				\$ -	
302.MST2	12.35.360.090	123	R/W-2" PVC Water Main	0.00	LF	\$ 6.43	\$ -	0.00	\$ -		\$ -	
302.MST2	12.35.360.095	124	R/W-4" PVC Water Main	0.00	LF	\$ 11.76	\$ -	0.00	\$ -		\$ -	
302.MST2	12.35.360.100	125	R/W-6" PVC Water Main	0.00	LF	\$ 19.61	\$ -	0.00	\$ -		\$ -	
302.MST2	12.35.360.105	126	R/W-8" PVC Water Main	0.00	LF	\$ 20.73	\$ -	0.00	\$ -		\$ -	
302.MST2	12.35.360.110	127	R/W-10" PVC Water Main	182.00	LF	\$ 62.10	\$ 11,302.66	182.00	\$ 11,302.66		\$ 11,302.66	
302.MST2	12.35.360.115	128	R/W-12" PVC Water Main	1192.00	LF	\$ 73.79	\$ 87,955.29	1192.00	\$ 87,955.29		\$ 87,955.29	

Job	Cost Code	No.	Service	Original Contract				Total Previous Billing		Current Billing		Total Billed to Date	
				Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
302.MST2		129	R/W-Service Laterals	0.00	EA	\$ 668.17	\$ -	0.00	\$ -	-	\$ -	\$ -	\$ -
302.MST2	12.35.360.210	130	R/W - Testing	2789.99	LF	\$ 6.96	\$ 19,420.36	2789.99	\$ 19,420.36	-	\$ -	\$ 2,789.99	\$ 19,420.36
302.MST2		131	Connect to Stub	0.00			\$ -	0.00	\$ -	-	\$ -	\$ -	\$ -
302.MST2		132					\$ -		\$ -	-	\$ -	\$ -	\$ -
302.MST2		133	R/W-Valves & Fittings				\$ 21,457.10		\$ -		\$ -	\$ -	\$ -
302.MST2	12.35.365.010	134	R/W-2" Gate Valves	0.00	EA	\$ 633.54	\$ -	0.00	\$ -	-	\$ -	\$ -	\$ -
302.MST2	12.35.365.010	135	R/W-4" Gate Valves	0.00	EA	\$ 827.32	\$ -	0.00	\$ -	-	\$ -	\$ -	\$ -
302.MST2	12.35.365.015	136	R/W-6" Gate Valves	0.00	EA	\$ 881.40	\$ -	0.00	\$ -	-	\$ -	\$ -	\$ -
TOTAL	12.35.365.020		R/W-8" Gate Valves	0.00	EA		\$ -	0.00	\$ -	-	\$ -	\$ -	\$ -
RETENTION	12.35.365.025		R/W-10" Gate Valves	2.00	EA	\$ 2,044.42	\$ 4,088.84	2.00	\$ 4,088.84	-	\$ -	\$ 2.00	\$ 4,088.84
TOTAL INVOICE	12.35.365.030		R/W-12" Gate Valves	7.00	EA	\$ 2,481.18	\$ 17,368.26	7.00	\$ 17,368.26	-	\$ -	\$ 7.00	\$ 17,368.26
			R/W-Appurtenances				\$ -		\$ -		\$ -	\$ -	\$ -
			R/W-2" Flushing Hydrant	0.00	EA		\$ -	0.00	\$ -	-	\$ -	\$ -	\$ -
			R/W-Blowoff Assembly	0.00	EA		\$ -	0.00	\$ -	-	\$ -	\$ -	\$ -
			Reclaimed Water				\$ 140,135.41		\$ -		\$ -	\$ -	\$ -
			Pavement				\$ 263,071.56		\$ -		\$ -	\$ -	\$ -
12.40.410.020			Subgrade Prep. - 12" Stabilized Subgrade	42487.00	SY	\$ 6.19	\$ 263,071.56	42487.00	\$ 263,071.56	-	\$ -	\$ 42,487.00	\$ 263,071.56
			Pavement - Asphalt				\$ 252,313.16		\$ -		\$ -	\$ -	\$ -
12.40.415.010			1" Asphalt (First Lift)	26708.00	SY	\$ 5.71	\$ 152,615.06	26706.00	\$ 152,615.06	-	\$ -	\$ 26,706.00	\$ 152,615.06
12.40.415.015			1.5" Asphalt (First Lift)	9576.00	SY	\$ 8.00	\$ 76,608.00	9576.00	\$ 76,608.00	-	\$ -	\$ 9,576.00	\$ 76,608.00
12.40.415.020			Prime	41982.00	SY	\$ 0.55	\$ 23,090.10	41982.00	\$ 23,090.10	-	\$ -	\$ 41,982.00	\$ 23,090.10
			Pavement - Aggregate Base				\$ 441,813.59		\$ -		\$ -	\$ -	\$ -
12.40.425.015			6" Aggregate Base	26706.00	SY	\$ 11.69	\$ 312,154.55	26706.00	\$ 312,154.55	-	\$ -	\$ 26,706.00	\$ 312,154.55
12.40.425.025			8" Aggregate Base	9576.00	SY	\$ 13.54	\$ 129,659.04	9576.00	\$ 129,659.04	-	\$ -	\$ 9,576.00	\$ 129,659.04
			Curb and Gutter				\$ 319,281.42		\$ -		\$ -	\$ -	\$ -
12.40.435.005			Miami Curb and Gutter	15122.00	LF	\$ 11.00	\$ 166,292.50	15122.00	\$ 166,292.50	-	\$ -	\$ 15,122.00	\$ 166,292.50
12.40.435.010			18" Standard Curb and Gutter	12236.00	LF	\$ 11.73	\$ 143,486.20	12236.00	\$ 143,486.20	-	\$ -	\$ 12,236.00	\$ 143,486.20
12.40.435.015			12" Ribbon Curb w/Rebar	304.00	LF	\$ 15.95	\$ 4,848.64	0.00	\$ -	304.00	\$ 4,848.64	\$ 304.00	\$ 4,848.64
			Paver Border Curb w/Rebar	0.00	LF		\$ -	0.00	\$ -	-	\$ -	\$ -	\$ -
12.40.435.020			24" Valley Gutter	202.00		\$ 23.04	\$ 4,654.08	0.00	\$ -	202.00	\$ 4,654.08	\$ 202.00	\$ 4,654.08
			Sidewalks				\$ 288,141.39		\$ -		\$ -	\$ -	\$ -
12.40.440.010			6" Sidewalk	1842.00	SY	\$ 36.94	\$ 68,038.32	1684.20	\$ 62,209.63	(1,842.00)	\$ (68,038.32)	\$ (157.80)	\$ (5,828.69)
12.40.440.025			Add salt finish to sidewalk	1842.00	SY	\$ 34.30	\$ 63,177.42	1684.20	\$ 57,765.15	157.80	\$ 5,412.27	\$ 1,842.00	\$ 63,177.42
12.40.440.015			Asphalt Mulluse Trail	5300.00	SY	\$ 29.61	\$ 156,925.65	5300.00	\$ 156,925.65	-	\$ -	\$ 5,300.00	\$ 156,925.65
			Decorative Concrete				\$ 31,372.84		\$ -		\$ -	\$ -	\$ -
12.40.445.020			Pavers - Crosswalks / Entries w/conc	1134.00	SF	\$ 12.53	\$ 14,212.80	0.00	\$ -	1,134.00	\$ 14,212.80	\$ 1,134.00	\$ 14,212.80
12.40.445.025			ADA Pavers - HC Ramps	603.00	SF	\$ 28.46	\$ 17,160.04	0.00	\$ -	603.00	\$ 17,160.04	\$ 603.00	\$ 17,160.04
			Street Signage, Striping & Facilities				\$ 51,489.60		\$ -		\$ -	\$ -	\$ -
12.40.460.030			Pavement Markings	1.00	LS	\$ 51,489.60	\$ 51,489.60	1.00	\$ 51,489.60	-	\$ -	\$ 1.00	\$ 51,489.60
			Street Improvements	0.00			\$ -	0.00	\$ -	-	\$ -	\$ -	\$ -
			TOTALS				\$ 3,862,580.49	TOTALS	\$ 3,810,463.99	TOTALS	\$ (21,750.50)	TOTALS	\$ 3,788,713.49
			RETENTION 10%				\$ 386,258.05	RETENTION	\$ 381,046.40	RETENTION	\$ (2,175.05)	RETENTION	\$ 378,871.35
			TOTAL INVOICE				\$ 3,476,322.44	TOTAL INV.	\$ 3,429,417.59	TOTAL INV.	\$ (19,575.45)	TOTAL INV.	\$ 3,409,842.14

Change Order(1)				\$ 48,851.33									
			Site Preparation and Grading										
12.01.015.005	1		Mobilization / General Conditions	1	LS	\$ 540.21	\$ 540.21	\$ 1.00	\$ 540.21	-	\$ -	\$ 1.00	\$ 540.21
12.01.015.010	2		Site Contractor - Survey	1	LS	\$ 450.03	\$ 450.03	\$ 1.00	\$ 450.03	-	\$ -	\$ 1.00	\$ 450.03
12.01.015.015	3		Site Contractor - Bond	1	LS	\$ 264.20	\$ 264.20	\$ 1.00	\$ 264.20	-	\$ -	\$ 1.00	\$ 264.20
12.01.015.020	4		Site Contractor - Asbuilts	1	LS	\$ 196.38	\$ 196.38	\$ 1.00	\$ 196.38	-	\$ -	\$ 1.00	\$ 196.38
			Storm Drainage										
12.20.210.095	24		15" RCP Storm Drain	206	LF	54.25	\$ 11,175.50	\$ 206.00	\$ 11,175.50	-	\$ -	\$ 206.00	\$ 11,175.50
12.20.210.105	26		24" RCP Storm Drain	230	LF	71.21	\$ 16,377.29	\$ 230.00	\$ 16,377.29	-	\$ -	\$ 230.00	\$ 16,377.29
12.20.210.115	27		36" RCP Storm Drain	551.40	LF	120.63	\$ 66,515.60	\$ 551.40	\$ 66,515.60	-	\$ -	\$ 551.40	\$ 66,515.60
12.20.210.125	28		48" RCP Storm Drain	-472	LF	147.15	\$ (69,457.07)	\$ (472.00)	\$ (69,457.07)	-	\$ -	\$ (472.00)	\$ (69,457.07)
12.20.210.130	29		54" RCP Storm Drain	-187	LF	206.40	\$ (38,596.80)	\$ (187.00)	\$ (38,596.80)	-	\$ -	\$ (187.00)	\$ (38,596.80)
12.20.210.360	30		24" HDPE Storm Drain	-230	LF	65.08	\$ (14,968.02)	\$ (230.00)	\$ (14,968.02)	-	\$ -	\$ (230.00)	\$ (14,968.02)
12.20.210.370	31		36" HDPE Storm Drain	-41	LF	89.29	\$ (3,660.72)	\$ (41.00)	\$ (3,660.72)	-	\$ -	\$ (41.00)	\$ (3,660.72)
12.20.210.410	32		Storm Drain Testing and Accept	224	LF	6.04	\$ 1,352.96	\$ 224.00	\$ 1,352.96	-	\$ -	\$ 224.00	\$ 1,352.96
			Domestic Water										
12.30.315.030	45		D/W-12" Gate Valves	2	EA	2,483.32	\$ 4,966.64	\$ 2.00	\$ 4,966.64	-	\$ -	\$ 2.00	\$ 4,966.64

Job	Cost Code	No.	Service	Original Contract			Total Previous Billing		Current Billing		Total Billed to Date		
				Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
	12.30.320.010	46	D/W-Fire Hydrants	3	EA	2,111.75	\$ 6,335.25	\$ 3.00	\$ 6,335.25	-	\$ -	\$ 3.00	\$ 6,335.25
			Street Improvements										
	12.40.435.015		12" Ribbon Curb w/Rebar	48	LF	15.95	\$ 765.58	\$ -	\$ -	48.00	\$ 765.57	\$ -	\$ 765.57
	12.40.440.010		5' Sidewalk	285	SY	36.94	\$ 10,527.10	\$ -	\$ -	285.00	\$ 10,527.10	\$ -	\$ 10,527.10
	12.40.445.020		Pavers - Crosswalks / Entries	144.00	SF	12.53	\$ 1,804.80	\$ -	\$ -	144.00	\$ 1,804.80	\$ -	\$ 1,804.80
			Amendment #1										
	12.20.210.385	59	54" HDPE Storm Drain	206.4		\$ 166.00	\$ 34,262.40	\$ 206.40	\$ 34,262.40	-	\$ -	\$ 206.40	\$ 34,262.40
	12.40.460.080	60	Sleeving for Utilities and Common Areas	1	TM/NTE	\$ 20,000.00	\$ 20,000.00	\$ 0.24	\$ 20,000.00	\$ -	\$ -	\$ 0.24	\$ 20,000.00
			Change Order(3)				\$ 86,928.67						
	302 MST1 - 12.40.43	1	Sandgrass Ct. Entry curb modifications	1	LS	29,418.33	\$ 29,418.33	\$ -	\$ -	1.00	\$ 29,418.33	\$ -	\$ 29,418.33
	302 MST2 - 12.40.44	2	Change curb entrance to Phase 2C	1	LS	2,765.06	\$ 2,765.06	\$ -	\$ -	1.00	\$ 2,765.06	\$ -	\$ 2,765.06
	302 MST2 - 12.40.44	3	Falls park HC ramps and sidewalks	1	LS	17,777.66	\$ 17,777.66	\$ -	\$ -	1.00	\$ 17,777.66	\$ -	\$ 17,777.66
	302 MST2 - 12.40.44	4	Sidewalk additions across from Dog Park	1	LS	2,659.68	\$ 2,659.68	\$ -	\$ -	1.00	\$ 2,659.68	\$ -	\$ 2,659.68
	302 MST2 - 12.60.61	5	Irrigation main and code tree install	1	LS	7,211.60	\$ 7,211.60	\$ -	\$ -	1.00	\$ 7,211.60	\$ -	\$ 7,211.60
	302 MST2 - 12.60.61	6	Paint stop bar at turnaround	1	LS	117.65	\$ 117.65	\$ -	\$ -	1.00	\$ 117.65	\$ -	\$ 117.65
	302 MST2B - 12.60.6	7	Park Fill, Mounds, & Landscape grading	1	LS	26,978.69	\$ 26,978.69	\$ -	\$ -	1.00	\$ 26,978.69	\$ -	\$ 26,978.69
			Change Order(4)				\$ 112,528.26						
			007 Hardscape MUP and Drainage	1	LS	112,528.26	\$ 112,528.26	\$ -	\$ -	1.00	\$ 112,528.26	\$ -	\$ 112,528.26
			CHANGE ORDERS				\$ 248,308.26		\$ 35,753.85		\$ 212,554.41		\$ 248,308.26
			TOTAL				\$ 248,308.26		\$ 35,753.85		\$ 212,554.41		\$ 248,308.26
			RETENTION 10%				\$ 24,830.83		\$ 3,575.39		\$ 21,255.44		\$ 24,830.83
			TOTAL INVOICE				\$ 223,477.43		\$ 32,178.47		\$ 191,298.97		\$ 223,477.43
			PROJECT				\$ 4,110,888.75		\$ 3,846,217.84		\$ 190,803.91		\$ 4,037,021.75
			TOTAL				\$ 4,110,888.75		\$ 3,846,217.84		\$ 190,803.91		\$ 4,037,021.75
			RETENTION 10%				\$ 411,088.87		\$ 384,621.78		\$ 19,080.39		\$ 403,702.17
			TOTAL INVOICE				\$ 3,699,799.87		\$ 3,461,596.05		\$ 171,723.52		\$ 3,633,319.57

Payment Application Form

Application No.:

Application Date:

Billing Period:

CONTRACTOR:

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By ADBO Date: 1-28-20

State of: Florida

County of: Clay

Subscribed and sworn to before me this 28th day of January, 2020

Notary Public: Maria Valdes

My Commission expires: Dec 8, 2021



Contractor	Scope of Work	Compliant COI	Worked this Month
J&D Tractor	misc. work		x
Florida Carter	seed & mulch		
KCE	sod, seed & mulch		
Groundtronics	wire testing		
Hardscape	pavers		x
Roger's Pavement Maintenance	striping		
Curb Systems	curb & sidewalk		x
John Woody, Inc.	Utility Work		
Palmetto Prime	Asphalt Prime		
Preferred Material	Asphalt Supplier		

CONTRACTOR'S WAIVER AND RELEASE OF LIEN – CONDITIONAL

(To Accompany Each Application For Progress Payment. This form can only be used if Conditional Waivers are allowed and must be supplemented with an Unconditional Waiver after payment is received.)

**CONDITIONAL WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT**

The undersigned lienor, upon receipt of payment in the amount of \$ 171,723.52, waives and releases its lien and right to claim a lien for labor, services, or materials furnished through January 20, 2012, ("Waiver Date") to WFC Ashford Mills Owner VII, L.L.C. ("Owner") to the following property:

Shearwater Phase 2C Private Infrastructure located in St. Johns County Florida ("Property")
[Insert the description of the Property]

Upon receipt of the above referenced payment, Lienor certifies that all of its sub-contractors(s), supplier(s) and/or agent(s) furnishing labor, services or materials to or for it in connection with its Work at the Property have been or will be paid in full by Lienor within 7 days of receipt of the above referenced payment for all labor, services or material provided through the Waiver Date.

Lienor, upon receipt of the above-referenced payment, waives, releases and discharges Owner, its agents, assigns, attorneys and successors-in-interest, of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, punitive or exemplary damages, attorney's fees, expenses, costs and/or compensation of any kind or nature whatsoever, both at law and in equity, whether presently known or unknown, that Lienor ever had, now has or may hereafter have, for or arising out of, connected with, or in any way resulting from Lienor's Work at the Property though the Waiver Date.

Lienor acknowledges and agrees that this Progress Lien Waiver and Release is executed and delivered with the intent that the same be relied upon by Owner. This Progress Lien Waiver and Release shall inure to the benefit of Owner, its respective successors and assigns, and shall be binding upon Lienor, its successors and assigns upon Lienor's receipt of the above referenced payment.

DATED on January 22, 2012.

Lienor

By: 

[Lienor's Signature]

Vallencourt Construction Co., Inc.

[Lienor's Name]

P.O. Box 1889

Green Cove Springs, FL 32043

[Lienor's Address]

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

February 17, 2020

- (A) Requisition Number: **CUS 80**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$485,700.20** ✓
- (D) **Pay Application #11 Shearwater 2D**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: 
DISTRICT ENGINEER

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: Trout Creek CDD
c/o 500 Boyston Street, Suite 2010
Boston, AM 02116

PROJECT: Shearwater 2D -CDD

APPLICATION NO: 6204-11

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

SRB

PERIOD TO: 1/22/20

FROM: VALLENCOURT CONSTRUCTION CO., INC.
P.O. BOX 65849
ORANGE PARK, FL 32065

CONTRACTOR'S 2019-14
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 4/18/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1			
TOTALS		-	-
Net change by Change Orders		-	-

1. ORIGINAL CONTRACT SUM.....	\$	3,950,275.60
2. Net change by Change Orders.....	\$	-
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$	3,950,275.60
4. TOTAL COMPLETED & STORED TO DATE.....	\$	2,657,811.16
(Column G on G703)		
5. RETAINAGE:		
a. 10 % of Completed Work	\$	265,781.12
(Column D + E on G703)		
b. ____ % of Stored Materials	\$	
(Column F on G703)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of G703).....	\$	265,781.12
6. TOTAL EARNED LESS RETAINAGE:.....	\$	2,392,030.04
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	1,906,329.84
8. CURRENT PAYMENT DUE.....	\$	485,700.20
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	1,558,245.56
(Line 3 less Line 6)		

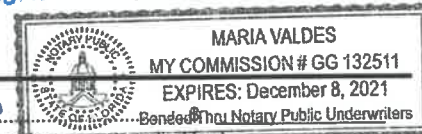
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: ADB Date: 1-23-20

State of: FLORIDA County of: CLAY
Subscribed and sworn to before me this 28TH day of January 2020

Notary Public: Maria Valdes
My Commission Expires: 12.8.21



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED: 485,700.20
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: [Signature] Date: 2/19/20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Payment Schedule:

Contractor shall submit Applications for Payment on the form below, as such may be amended from time to time, no later than the 5th of each month for work performed in the preceding month. Applications for Payment must be submitted to Owner electronically at Accounting@Freeholdcm.com.

Prior to submission to Owner, and no later than the 25th day of the each month, Contractor shall present a Pencil Draw to Owner's Project Manager for initial review, with work projected through the end of the month. The billing period shall be a calendar month.

**Exhibit C
Payment Schedule**

Instructions: Please fill out columns I and K as applicable for this billing period. For quantity for LS and TM/NTE line items please enter percent complete as a fraction of 1, i.e. 50% would be .5. Where services are billed on a TM/NTE basis, please attach an accounting of the personnel providing services, hours worked, and material expenses incurred. All invoices shall be submitted to: accounting@freeholdcm.com

Contractor: Vallencourt Construction
Project: Shearwater Phase 2D

Application No.: 11
Application Date: 1/22/2020
Billing Period: 1/22/2020

A	B	C	D	E	F	G		H		I		J		K		L		M		N	
						Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
302.MST2		1	Mobilization					\$	109,635.71												
302.MST2	12.01.015.005	2	Mobilization / General Conditions	0.52	LS	\$ 76,114.86	\$ 39,909.52	0.39	\$ 29,304.22			0.03	\$ 2,283.45			\$ 0.42	\$ 31,587.67				
302.MST2	12.01.015.010	3	Site Contractor - Survey	0.52	LS	\$ 64,674.75	\$ 33,911.09	0.39	\$ 24,899.78			0.03	\$ 1,940.24			\$ 0.42	\$ 26,840.02				
302.MST2	12.01.015.015	4	Site Contractor - Bond	0.52	LS	\$ 40,902.60	\$ 21,446.58	0.00	\$ -				\$ -			\$ -	\$ -				
302.MST2	12.01.015.020	5	Site Contractor - Asbuilts	0.52	LS	\$ 27,403.44	\$ 14,368.52	0.15	\$ 4,110.52			0.03	\$ 822.10			\$ 0.18	\$ 4,932.62				
302.MST2		6																			
302.MST2		7	Grading Preparation				\$ 154,969.18														
302.MST2	12.01.025.005	8	Clearing & Grub	34.08	AC	\$ 4,547.90	\$ 154,969.18	34.08	\$ 154,961.76				\$ -			\$ 34.08	\$ 154,961.76				
302.MST2		9																			
302.MST2		10	Earthwork				\$ 768,280.71														
302.MST2	12.01.040.010	11	Mass Grading (Cut)	232300.00	CY	\$ 2.85	\$ 615,595.00	\$232,300.00	\$ 615,595.00				\$ -			\$ 232,300.00	\$ 615,595.00				
302.MST2	12.01.040.010	12	Mass Grading (Fill)		CY	\$ 1.11	\$ -	0.00	\$ -				\$ -			\$ -	\$ -				
302.MST2	12.01.040.055	13	Topsoil Strip and Respread	27265.31	CY	\$ 5.60	\$ 152,685.71	27265.31	\$ 152,685.71				\$ -			\$ 27,265.31	\$ 152,685.71				
302.MST2		14																			
302.MST2		15	Finish Grading				\$ 81,286.00														
302.MST2	12.01.050.010	16	Finish Grading Streets	25292.00	SY	\$ 0.62	\$ 15,681.04	\$ -	\$ -				\$ -			\$ -	\$ -				
302.MST2	12.01.050.025	17	Finish Grading Other - Inc Lots	126163.39	SY	\$ 0.52	\$ 65,604.96	0.00	\$ -				\$ -			\$ -	\$ -				
302.MST2		18																			
302.MST2		19	Erosion Control				\$ 73,047.96														
302.MST2	12.01.065.005	20	Erosion Control	5243.33	LF	\$ 0.99	\$ 5,190.89	\$ 5,243.33	\$ 5,190.89				\$ -			\$ 5,243.33	\$ 5,190.89				
302.MST2	12.01.065.015	21	Sod on pond banks	11476.00	SY	\$ 2.31	\$ 26,509.56	10311.52	\$ 23,819.61				\$ -			\$ 10,311.52	\$ 23,819.61				
302.MST2	12.01.065.020	22	ROW Sod Strip	3722.00	SY	\$ 4.15	\$ 15,446.30	0.00	\$ -				\$ -			\$ -	\$ -				
302.MST2	12.01.065.030	23	Silt Fence	5243.33	LF	\$ 0.93	\$ 4,876.30	5243.33	\$ 4,876.30				\$ -			\$ 5,243.33	\$ 4,876.30				
302.MST2	12.01.065.040	24	Seed & Mulch Lots		SY	\$ 0.29	\$ -	0.00	\$ -				\$ -			\$ -	\$ -				
302.MST2	12.01.065.045	25	Curb Inlet Protection	60.00	EA	\$ 164.75	\$ 9,885.00	40.00	\$ 6,590.00				\$ -			\$ 40.00	\$ 6,590.00				
302.MST2	12.01.065.055	26	NPDES Monitoring	0.52	LS	\$ 21,245.88	\$ 11,139.91	0.38	\$ 7,967.21			0.03	\$ 637.38			\$ 0.41	\$ 8,604.58				
302.MST2		27																			
302.MST2		28	Earthwork - Misc.				\$ 8,713.00														
302.MST2	12.01.070.066	29	Construction Entrance	1.00	EA	\$ 8,713.00	\$ 8,713.00	0.60	\$ 5,227.80				\$ -			\$ 0.60	\$ 5,227.80				
302.MST2		30																			
302.MST2		31	Site Preparation and Grading				\$ 1,195,932.57														
302.MST2		32																			
302.MST2		33	Sanitary Sewer Pipe				\$ -														
302.MST2	12.10.110.090	34	8" PVC Sewer Main		LF	\$ 33.74	\$ -	\$ -	\$ -				\$ -			\$ -	\$ -				
302.MST2	12.10.110.190	35	6" PVC Lateral		EA	\$ 568.43	\$ -	0.00	\$ -				\$ -			\$ -	\$ -				
302.MST2		36																			
302.MST2		37	Sanitary Sewer Manholes				\$ -														
302.MST2	12.10.115.030	38	Manholes 48"		EA	\$ 4,548.89	\$ -	0.00	\$ -				\$ -			\$ -	\$ -				
302.MST2		39																			
302.MST2		40	Sewer Lift Station																		
302.MST2	12.10.120.055	41	Lift Station		EA																
302.MST2	12.10.120.060	42	Generator Assembly		EA																
302.MST2		43																			
302.MST2		44	Sewer - misc				\$ 89,418.38														
302.MST2	12.10.120.030	45	10" Forcemain	2052.00	LF	\$ 34.68	\$ 71,163.36	410.40	\$ 14,232.67			960.00	\$ 33,292.80			\$ 1,370.40	\$ 47,525.47				
302.MST2	12.10.130.050	46	Sewer - Testing & Acceptance	1.00	LF	\$ 11,949.80	\$ 11,949.80	\$ -	\$ -				\$ -			\$ -	\$ -				
302.MST2	12.10.120.040	47	10" Forcemain Valves	1.00	EA	\$ 0.23	\$ 0.23	0.00	\$ -			1.00	\$ 0.23			\$ 1.00	\$ 0.23				
302.MST2	12.10.120.035	48	ARV with Manhole	1.00	EA	\$ 6,304.99	\$ 6,304.99	0.00	\$ -				\$ -			\$ -	\$ -				
302.MST2		49																			
302.MST2		50	Sanitary Sewer				\$ 89,418.38														
302.MST2		51																			
302.MST2		52	Storm Drain Pipe				\$ 969,574.20														
302.MST2	12.20.210.085	53	15" RCP Storm Drain	599.84	LF	\$ 53.25	\$ 31,941.31	599.84	\$ 31,941.31				\$ -			\$ 599.84	\$ 31,941.31				
302.MST2	12.20.210.100	54	18" RCP Storm Drain	483.96	LF	\$ 64.48	\$ 31,205.69	483.96	\$ 31,205.69				\$ -			\$ 483.96	\$ 31,205.69				

Job	Cost Code	No.	Service	Original Contract		Total Previous Billing		Current Billing		Total Billed to Date	
				Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount
302.MST2	12.20.210.105	55	24" RCP Storm Drain	559.46	LF	\$ 70.21	\$ 39,279.90	559.46	\$ 39,279.90		
302.MST2	12.20.210.110	56	30" RCP Storm Drain	860.95	LF	\$ 127.81	\$ 110,038.59	860.95	\$ 110,038.59		
302.MST2	12.20.210.115	57	36" RCP Storm Drain	389.58	LF	\$ 120.63	\$ 46,994.95	389.58	\$ 46,994.95		
302.MST2	12.20.210.125	58	48" RCP Storm Drain	104.34	LF	\$ 147.15	\$ 15,353.96	104.34	\$ 15,353.96		
302.MST2	12.20.210.325	59	12" HDPE 0-6' Deep	194.00	LF	\$ 41.52	\$ 8,055.01	194.00	\$ 8,055.01		
302.MST2	12.20.210.350	60	15" HDPE Storm Drain	55.05	LF	\$ 53.47	\$ 2,943.79	55.05	\$ 2,943.79		
302.MST2	12.20.210.355	61	18" HDPE Storm Drain	74.98	LF	\$ 52.11	\$ 3,907.19	74.98	\$ 3,907.19		
302.MST2	12.20.210.360	62	24" HDPE Storm Drain	178.27	LF	\$ 65.08	\$ 11,602.02	178.27	\$ 11,602.02		
302.MST2	12.20.210.365	63	30" HDPE Storm Drain	151.01	LF	\$ 82.48	\$ 12,455.13	151.01	\$ 12,455.13		
302.MST2	12.20.210.370	64	36" HDPE Storm Drain	300.97	LF	\$ 89.29	\$ 26,873.35	300.97	\$ 26,873.35		
302.MST2	12.20.210.380	65	48" HDPE Storm Drain	20.97	LF	\$ 178.00	\$ 3,733.25	20.97	\$ 3,733.25		
302.MST2	12.20.210.410	66	Storm Drain Testing and Accept	4170.54	LF	\$ 6.04	\$ 25,190.08	2000.00	\$ 12,080.00		
302.MST2		67									
302.MST2		68	Storm Drain Concrete Structures				\$ 610,838.33				
302.MST2	12.20.225.005	69	Curb Inlets Single	21.50	EA	\$ 4,400.89	\$ 94,608.77	21.50	\$ 94,608.77		
302.MST2	12.20.225.010	70	Curb Inlets Double	6.29	EA	\$ 6,288.88	\$ 39,569.59	6.29	\$ 39,569.59		
302.MST2	12.20.225.050	71	Grated Inlet Type C	2.10	EA	\$ 3,673.48	\$ 7,704.50	2.10	\$ 7,704.50		
302.MST2	12.20.225.065	72	48" MH up to 10' deep	6.82	EA	\$ 4,067.45	\$ 27,725.07	6.82	\$ 27,725.07		
302.MST2	12.20.225.070	73	48" MH 10-12' deep	1.05	EA	\$ 4,911.15	\$ 5,150.15	1.05	\$ 5,150.15		
302.MST2	12.20.210.020	74	18" MES	1.05	EA	\$ 1,001.30	\$ 1,050.03	1.05	\$ 1,050.03		
302.MST2	12.20.210.025	75	24" MES	1.05	EA	\$ 1,131.43	\$ 1,186.49	1.05	\$ 1,186.49		
302.MST2	12.20.210.030	76	30" MES	2.62	EA	\$ 1,392.30	\$ 3,650.14	2.62	\$ 3,650.14		
302.MST2	12.20.210.035	77	36" MES	4.19	EA	\$ 1,770.63	\$ 7,427.20	4.19	\$ 7,427.20		
302.MST2	12.20.210.055	78	48" MES	1.05	EA	\$ 6,174.82	\$ 6,475.32	1.05	\$ 6,475.32		
302.MST2	12.20.225.085	79	Underdrain	1069.64	EA	\$ 25.82	\$ 27,618.08	0.00	\$ -		
302.MST2	12.20.215.015	80	Modular Block Wall	2.00	EA	\$ 82,664.95	\$ 165,329.90	1.00	\$ 82,664.95	0.20	\$ 16,532.99
302.MST2	12.20.215.015	81	Precast box culvert	63.00	LF	\$ 1,337.46	\$ 84,259.98	63.00	\$ 84,259.98		
302.MST2	12.20.215.015	82	4'x10' Wildlife Crossing	65.00	LF	\$ 1,154.86	\$ 75,065.90	65.00	\$ 75,065.90		
302.MST2	12.20.215.015	83	Rip Rap	72.00	TN	\$ 140.95	\$ 10,148.40	0.00	\$ -		
302.MST2	12.20.215.015	84	Ped Bicycle Railing	430.00	LF	\$ 50.00	\$ 21,500.00	0.00	\$ -		
302.MST2	12.20.225.170	85	Control Structures	5.00	EA	\$ 6,244.66	\$ 31,223.30	4.50	\$ 28,100.97		
302.MST2	12.20.215.015	86	Demo existing 24" MES	1.00	EA	\$ 1,145.50	\$ 1,145.50	1.00	\$ 1,145.50		
302.MST2		87									
302.MST2		88	Storm Drainage				\$ 980,412.53				
302.MST2		89									
302.MST2		90	D/W - Waterline Pipe				\$ 123,547.46				
302.MST2	12.30.310.090	91	D/W-2" PVC Water Main		LF	\$ 5.97	\$ -	0.00	\$ -		
302.MST2	12.30.310.095	92	D/W-4" PVC Water Main		LF	\$ 9.45	\$ -	0.00	\$ -		
302.MST2	12.30.310.100	93	D/W-6" PVC Water Main		LF	\$ 17.81	\$ -	0.00	\$ -		
302.MST2	12.30.310.105	94	D/W-8" PVC Water Main		LF	\$ 23.01	\$ -	\$ -	\$ -		
302.MST2	12.30.310.115	95	D/W-12" PVC Water Main	2446.00	LF	\$ 45.52	\$ 111,341.92	589.20	\$ 26,820.38	1,084.00	\$ 49,343.68
302.MST2	12.30.310.290	96	D/W-Service Laterals		EA	\$ 687.16	\$ -	\$ -	\$ -		
302.MST2	12.30.310.335	97	Test & Chlorinate	2446.00	LF	\$ 4.99	\$ 12,205.54	0.00	\$ -	800.00	\$ 3,992.00
302.MST2		98									
302.MST2		99	D/W-Valves & Fittings				\$ 19,866.56				
302.MST2	12.30.315.010	100	D/W-4" Gate Valves		EA	\$ 707.47	\$ -	0.00	\$ -		
302.MST2	12.30.315.015	101	D/W-6" Gate Valves		EA	\$ 972.90	\$ -	0.00	\$ -		
302.MST2	12.30.315.020	102	D/W-8" Gate Valves		EA	\$ 1,352.07	\$ -	0.00	\$ -		
302.MST2	12.30.315.030	103	D/W-12" Gate Valves	8.00	EA	\$ 2,483.32	\$ 19,866.56	2.00	\$ 4,966.64	2.00	\$ 4,966.64
302.MST2		104					\$ -				
302.MST2		105	D/W-Waterline Appurtenances				\$ 16,765.88				
302.MST2	12.30.320.010	106	D/W-Fire Hydrants	6.29	EA	\$ 2,111.75	\$ 13,287.12	\$ -	\$ -		
302.MST2	12.30.320.015	107	D/W-2" Flushing Hydrant	2.62	EA	\$ 1,328.93	\$ 3,478.76	0.00	\$ -		
302.MST2		108									
302.MST2		109	Domestic Water				\$ 160,179.90				
302.MST2		110									
302.MST2		111	R/W - Waterline Pipe				\$ 200,051.74				
302.MST2	12.35.360.090	112	R/W-2" PVC Water Main		LF	\$ 6.43	\$ -	0.00	\$ -		
302.MST2	12.35.360.095	113	R/W-4" PVC Water Main		LF	\$ 11.76	\$ -	0.00	\$ -		
302.MST2	12.35.360.100	114	R/W-6" PVC Water Main		LF	\$ 19.61	\$ -	0.00	\$ -		
302.MST2	12.35.360.105	115	R/W-8" PVC Water Main		LF	\$ 20.73	\$ -	\$ -	\$ -		
302.MST2	12.35.360.110	116	R/W-10" PVC Water Main	4.00	LF	\$ 62.10	\$ 248.40	4.00	\$ 248.40		
302.MST2	12.35.360.115	117	R/W-12" PVC Water Main	2474.00	LF	\$ 73.79	\$ 182,556.46	994.80	\$ 73,406.29	580.00	\$ 42,798.20
302.MST2	12.35.360.175	118	R/W-Service Laterals		EA	\$ 668.17	\$ -	0.00	\$ -		
302.MST2	12.35.360.210	119	R/W - Testing	2478.00	LF	\$ 6.96	\$ 17,246.88	0.00	\$ -	800.00	\$ 5,568.00
302.MST2		120									
302.MST2		121	R/W-Valves & Fittings				\$ 17,368.26				
302.MST2	12.35.365.010	122	R/W-4" Gate Valves		EA	\$ 827.32	\$ -				

Job	Cost Code	No.	Service	Original Contract				Total Previous Billing		Current Billing		Total Billed to Date	
				Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
302.MST2	12.35.365.020	123	RAW-8" Gate Valves		EA	\$ 1,677.87	\$ -	0.00	\$ -		\$ -		\$ -
302.MST2	12.35.365.030	124	RAW-12" Gate Valves	7.00	EA	\$ 2,481.18	\$ 17,368.26	2.00	\$ 4,962.36	1.00	\$ 2,481.18	3.00	\$ 7,443.54
302.MST2		125											
302.MST2		126	Reclaimed Water				\$ 217,420.00						
302.MST2		127					\$ 245,817.28						
302.MST2	12.40.410.020	128	Pavement				\$ 245,817.28	7000.00	\$ 43,330.00	20,000.00	\$ 123,800.00	27,000.00	\$ 167,130.00
302.MST2		129	Subgrade Prep. - 12" Stabilized Subgrade	39712.00	SY	\$ 6.19	\$ 245,817.28						
302.MST2		130					\$ 215,437.23						
302.MST2		131	Pavement - Asphalt				\$ 116,187.08	0.00	\$ -		\$ -		\$ -
302.MST2	12.40.415.010	132	1" Asphalt (First Lift)	20348.00	SY	\$ 5.71	\$ 116,187.08						
302.MST2	12.40.415.015	133	1.5" Asphalt (First Lift)	9357.00	SY	\$ 8.00	\$ 74,856.00	\$ -	\$ -		\$ -		\$ -
302.MST2	12.40.415.020	134	Prime	44353.00	SY	\$ 0.55	\$ 24,394.15	0.00	\$ -		\$ -		\$ -
302.MST2		135					\$ 364,561.90						
302.MST2		136	Pavement - Aggregate Base				\$ 237,868.12	2202.00	\$ 25,741.38	9,000.00	\$ 105,210.00	11,202.00	\$ 130,951.38
	12.40.425.015		6" Aggregate Base	20348.00	SY	\$ 11.69	\$ 237,868.12						
	12.40.425.025		8" Aggregate Base	9357.00	SY	\$ 13.54	\$ 126,693.78	2358.00	\$ 31,927.32		\$ -	2,358.00	\$ 31,927.32
							\$ 261,521.66						
			Curb and Gutter				\$ 174,405.00	\$ 1,776.00	\$ 19,536.00	10,500.00	\$ 115,500.00	12,276.00	\$ 135,036.00
	12.40.435.005		Miami Curb and Gutter	15855.00	LF	\$ 11.00	\$ 174,405.00						
	12.40.435.010		18" Standard Curb and Gutter	6502.00	LF	\$ 11.73	\$ 76,268.46	1321.00	\$ 15,495.33	2,600.00	\$ 30,498.00	3,921.00	\$ 45,993.33
	12.40.435.015		Trenched Header Curb	320.00	LF	\$ 11.26	\$ 3,603.20	0.00	\$ -		\$ -		\$ -
	12.40.435.015		RA Curb	345.00	LF	\$ 21.90	\$ 7,245.00	0.00	\$ -		\$ -		\$ -
							\$ 108,491.04						
			Sidewalks				\$ -	\$ -	\$ -		\$ -		\$ -
	12.40.440.010		5' Sidewalk		SY	\$ 36.94	\$ -	0.00	\$ -		\$ -		\$ -
	12.40.440.025		Add salt finish to sidewalk		SY		\$ 108,491.04	0.00	\$ -		\$ -		\$ -
	12.40.440.015		Asphalt Multiuse Trail	3664.00	SY	\$ 29.61	\$ 108,491.04						
							\$ 59,593.50						
			Decorative Concrete				\$ 42,175.98	0.00	\$ -		\$ -		\$ -
	12.40.445.020		Pavers - Crosswalks / Entries w/conc	3366.00	SY	\$ 12.53	\$ 42,175.98						
	12.40.445.025		ADA Pavers - HC Ramps	612.00	SY	\$ 28.46	\$ 17,417.52	0.00	\$ -		\$ -		\$ -
							\$ 51,489.60						
			Street Signage, Striping & Facilities				\$ 51,489.60	0.00	\$ -		\$ -		\$ -
	12.40.460.030		Pavement Markings	1.00	LS	\$ 51,489.60	\$ 51,489.60						
	12.40.460.080		Sleeving for Utilities and CDD		TM/NTE								
							\$ 1,306,912.21						
			Street Improvements				\$ 3,950,275.60	TOTALS	\$ 2,118,144.27	TOTALS	\$ 539,666.69	TOTALS	\$ 2,657,811.16
			RETENTION 10%				\$ 395,027.56	RETENTION	\$ 211,814.43	RETENTION	\$ 53,966.69	RETENTION	\$ 265,781.12
			TOTAL INVOICE				\$ 3,555,248.04	TOTAL INV.	\$ 1,906,329.84	TOTAL INV.	\$ 485,700.20	TOTAL INV.	\$ 2,392,030.04

Payment Application Form

Application No.:

Application Date:

Billing Period:

CONTRACTOR:

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By ADH Date: 1-28-20

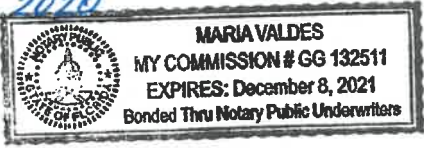
State of: Florida

County of: Clay

Subscribed and sworn to before me this 28TH day of January, 2020

Notary Public: Maria Valdes

My Commission expires: Dec. 8, 2021



Contractor	Scope of Work	Compliant COI	Worked this Month
J&D Tractor	misc. work		
Florida Carter	seed & mulch		
KCE	sod, seed & mulch		
Groundtronics	wire testing		
Hardscape	pavers		
Roger's Pavement Maintenance	striping		
Curb Systems	curb & sidewalk		
John Woody, Inc.	Utility Work		
Palmetto Prime	Asphalt Prime		
Preferred Material	Asphalt Supplier		
R&B	Pipe Sub		x

CONTRACTOR'S WAIVER AND RELEASE OF LIEN – CONDITIONAL

(To Accompany Each Application For Progress Payment. This form can only be used if Conditional Waivers are allowed and must be supplemented with an Unconditional Waiver after payment is received.)

**CONDITIONAL WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT**

The undersigned lienor, upon receipt of payment in the amount of \$ 485,700.20, waives and releases its lien and right to claim a lien for labor, services, or materials furnished through Jan. 22, 2012, ("Waiver Date") to WFC Ashford Mills Owner VII, L.L.C. ("Owner") to the following property:

Shearwater Phase 2D Private Infrastructure located in St. Johns County Florida ("Property")
[Insert the description of the Property]

Upon receipt of the above referenced payment, Lienor certifies that all of its sub-contractors(s), supplier(s) and/or agent(s) furnishing labor, services or materials to or for it in connection with its Work at the Property have been or will be paid in full by Lienor within 7 days of receipt of the above referenced payment for all labor, services or material provided through the Waiver Date.

Lienor, upon receipt of the above-referenced payment, waives, releases and discharges Owner, its agents, assigns, attorneys and successors-in-interest, of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, punitive or exemplary damages, attorney's fees, expenses, costs and/or compensation of any kind or nature whatsoever, both at law and in equity, whether presently known or unknown, that Lienor ever had, now has or may hereafter have, for or arising out of, connected with, or in any way resulting from Lienor's Work at the Property though the Waiver Date.

Lienor acknowledges and agrees that this Progress Lien Waiver and Release is executed and delivered with the intent that the same be relied upon by Owner. This Progress Lien Waiver and Release shall inure to the benefit of Owner, its respective successors and assigns, and shall be binding upon Lienor, its successors and assigns upon Lienor's receipt of the above referenced payment.

DATED on Jan. 22, 2012.

Lienor

By: 
[Lienor's Signature]

Vallencourt Construction Co., Inc.

[Lienor's Name]

P.O. Box 1889

Green Cove Springs, FL 32043

[Lienor's Address]

TROUT CREEK CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, an Authorized Officer of Trout Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") dated as of July 9, 2018 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of July 9, 2018

(the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture)

February 17, 2020

- (A) Requisition Number: **CUS 81**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$229,796.11** ✓
- (D) **Pay Application #5Shearwater 2E**
- (E) Fund or Account and Subaccount, if any, from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that the obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid or this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN OR VICE-CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED
INTEREST REQUESTS ONLY**

If this requisition is for a disbursement for other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: 
DISTRICT ENGINEER

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: Trout Creek CDD
c/o 500 Boyston Street, Suite 2010
Boston, MA 02116

PROJECT: Shearwater 2E -CDD

APPLICATION NO: 6202-5

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: 1/22/20

FROM: VALLENCOURT CONSTRUCTION CO., INC.
P.O. BOX 65849
ORANGE PARK, FL 32065

CONTRACTOR'S
PROJECT NO: 2019-41

CONTRACT FOR:

CONTRACT DATE: 4/18/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1			
TOTALS		-	-
Net change by Change Orders		-	-

1. ORIGINAL CONTRACT SUM.....	\$	<u>2,393,440.97</u>
2. Net change by Change Orders.....	\$	<u>-</u>
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	<u>2,393,440.97</u>
4. TOTAL COMPLETED & STORED TO DATE.....	\$	<u>1,053,285.02</u>
(Column G on G703)		
5. RETAINAGE:		
a. 10 % of Completed Work	\$	<u>105,328.51</u>
(Column D + E on G703)		
b. ____ % of Stored Materials	\$	<u> </u>
(Column F on G703)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of G703).....	\$	<u>105,328.51</u>
6. TOTAL EARNED LESS RETAINAGE:.....	\$	<u>947,956.51</u>
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	<u>718,160.40</u>
8. CURRENT PAYMENT DUE.....	\$	<u>229,796.11</u>
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	<u>1,445,484.46</u>
(Line 3 less Line 6)		

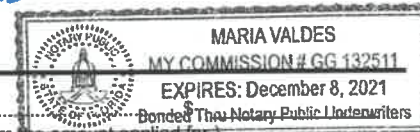
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature]

Date: 1-28-20

State of: FLORIDA County of: CLAY
Subscribed and sworn to before me this 28th day of January 2020
Notary Public: Maria Valdes
My Commission Expires: 12.8.21



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED: 229,796.11

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: [Signature]

Date: 2/18/20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Payment Schedule:

Contractor shall submit Applications for Payment on the form below, as such may be amended from time to time. Applications for Payment must be submitted to Owner electronically at Accounting@Freeholdcm.com. Prior to submission to Owner, and no later than the 25th day of the each month, Contractor shall present Applications for Payments to Owner's Project Manager for initial review.

Exhibit G

Payment Schedule

Instructions: Please fill out columns I and K as applicable for this billing period. For quantity for LS and TM/NTE line items please enter percent complete as a fraction of 1, i.e. 50% would be .5. Where services are billed on a TM/NTE basis, please attach an accounting of the personnel providing services, hours worked, and material expenses incurred. All invoices shall be submitted to: accounting@freeholdcm.com

Contractor: Vallencourt Construction
Project: Shearwater Phase 2E-CDD

Application No.: 5
Application Date: 1/22/2020
Billing Period: 1/22/2020

A Job	B Cost Code	C No.	D Service	E		G		H		I		J		K		L		M		N			
				Original Contract		Total Previous Billing		Current Billing		Total Billed to Date		Quantity		Amount		Quantity		Amount		Quantity		Amount	
				Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
Phase 2E-1																							
	12.01.015.005		Mobilization																				
	12.01.015.010		Mobilization / General Conditions	1.00	\$ 18,063.33	\$ 18,063.33	0.25	\$ 4,515.83		0.20	3,612.67		0.45	\$ 8,128.50									
	12.01.015.015		Site Contractor - Survey	1.00	\$ 14,546.65	\$ 14,546.65	0.25	\$ 3,636.66		0.20	2,909.33		0.45	\$ 6,545.99									
	12.01.015.020		Site Contractor - Bond	1.00	\$ 14,344.90	\$ 14,344.90	0.57	\$ 8,176.59					0.57	\$ 8,176.59									
			Site Contractor - Asbults	1.00	\$ 7,022.52	\$ 7,022.52	-	\$ -		0.10	702.25		0.10	\$ 702.25									
	12.01.025.005		Grading Preparation																				
			Clearing & Grub	12.18	\$ 5,616.91	\$ 68,439.02	12.18	\$ 68,413.93						12.18	\$ 68,413.93								
	12.01.040.010		Earthwork																				
	12.01.040.010		Mass Grading (Cut)	80,965.00	\$ 2.72	\$ 220,555.76	80,965.00	\$ 220,555.76						80,965.00	\$ 220,555.76								
	12.01.040.055		Mass Grading (Fill)																				
			Topsoil Strip and Respread	12,352.56	\$ 4.86	\$ 60,033.43	12,352.56	\$ 60,033.43						12,352.56	\$ 60,033.43								
	12.01.050.010		Finish Grading																				
	12.01.050.025		Finish Grading Streets	88,000.00	\$ 0.60	\$ 52,800.00																	
			Finish Grading Other - Inc Lots																				
	12.01.065.005		Erosion Control																				
	12.01.065.015		Silt Fence Maintain	1,809.57	\$ 0.99	\$ 1,791.48	1,000.00	\$ 990.00		250.00	247.50		1,250.00	\$ 1,237.50									
	12.01.065.020		Sod on pond banks	15,250.00	\$ 2.95	\$ 44,987.50																	
	12.01.065.030		ROW Sod Strip	1,075.00	\$ 3.86	\$ 4,149.50																	
	12.01.065.035		Silt Fence	1,809.57	\$ 0.97	\$ 1,755.29	1,809.57	\$ 1,755.29					1,809.57	\$ 1,755.29									
	12.01.065.040		ROW Hydroseed	15,000.00	\$ 0.36	\$ 5,400.00																	
	12.01.065.045		Seed & Mulch Lots																				
	12.01.065.055		Curb Inlet Protection	27.00	\$ 196.04	\$ 5,292.95																	
			NPDES Monitoring	1.00	\$ 7,867.48	\$ 7,867.48				0.45	3,540.37		0.45	\$ 3,540.37									
	12.01.070.066		Earthwork - Misc.																				
			Construction Entrance	1.00	\$ 8,713.64	\$ 8,713.64	0.50	\$ 4,356.82		0.10	871.36		0.60	\$ 5,228.18									
			Site Preparation and Grading																				
	12.10.110.090		Sanitary Sewer Pipe																				
	12.10.110.190		8" PVC Sewer Main			\$ -		\$ -															
			6" PVC Lateral			\$ -		\$ -															
	12.10.115.030		Sanitary Sewer Manholes																				
	12.10.110.205		Manholes 48"			\$ -		\$ -															
			Drop Connections			\$ -		\$ -															
	12.10.120.055		Sewer Lift Station																				
			Lift Station	1.00	\$ 346,267.07	\$ 346,267.07	0.15	\$ 51,940.06		0.25	86,566.77		0.40	\$ 138,506.83									
			Sewer - misc																				
	12.10.130.050		4" Forcemain	1,720.00	\$ 15.28	\$ 26,276.88																	
	12.10.120.035		Sewer - Testing & Acceptance																				
			ARV with Manhole	5.00	\$ 7,170.62	\$ 35,853.10																	
			Sanitary Sewer																				
	12.20.210.095		Storm Drain Pipe																				
	12.20.210.100		15" RCP Storm Drain	77.21	\$ 84.82	\$ 6,548.44	77.21	\$ 6,548.44						77.21	\$ 6,548.44								

Job	Cost Code	No.	Service	Original Contract			Total Previous Billing		Current Billing		Total Billed to Date	
				Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
	12.40.410.020		Pavement									
			Subgrade Prep. - 12" Stabilized Subgrade	10,175.00	\$ 7.78	\$ 79,161.50	-	\$ -	-	\$ -	-	\$ -
	12.40.415.010		Pavement - Asphalt									
	12.40.415.020		1" Asphalt (First Lift)	8,592.00	\$ 6.67	\$ 57,308.64	-	\$ -	-	\$ -	-	\$ -
			Prime	8,592.00	\$ 0.58	\$ 4,983.36	-	\$ -	-	\$ -	-	\$ -
	12.40.425.015		Pavement - Aggregate Base									
			6" Aggregate Base	8,592.00	\$ 12.03	\$ 103,361.76	-	\$ -	-	\$ -	-	\$ -
	12.40.435.005		Curb and Gutter									
			Miami Curb and Gutter	7,125.00	\$ 11.54	\$ 82,222.50	-	\$ -	-	\$ -	-	\$ -
	12.40.440.010		Sidewalks									
			5' Sidewalk	85.56	\$ 61.08	\$ 5,225.35	-	\$ -	-	\$ -	-	\$ -
	12.40.445.025		Decorative Concrete									
			ADA Pavers - HC Ramps	70.00	\$ 56.90	\$ 3,982.86	-	\$ -	-	\$ -	-	\$ -
	12.40.460.030		Street Signage, Striping & Facilities									
			Pavement Markings	1.00	\$ 10,103.37	\$ 10,103.37	-	\$ -	-	\$ -	-	\$ -
			Street Improvements									
			PHASE 2E-2									
	12.01.015.005		Mobilization	Qty	Unit Price	Bid Total						
	12.01.015.010		Mobilization / General Conditions	1.00	\$ 7,526.38	\$ 7,526.38	0.25	\$ 1,881.60	0.20	\$ 1,505.28	0.45	\$ 3,386.87
	12.01.015.015		Site Contractor - Survey	1.00	\$ 7,022.52	\$ 7,022.52	0.25	\$ 1,755.63	0.20	\$ 1,404.50	0.45	\$ 3,160.13
	12.01.015.020		Site Contractor - Bond	1.00	\$ 4,164.64	\$ 4,164.64	-	\$ -	-	\$ -	-	\$ -
			Site Contractor - Asbuilts	1.00	\$ 3,511.26	\$ 3,511.26	-	\$ -	0.10	\$ 351.13	0.10	\$ 351.13
	12.01.025.005		Grading Preparation									
			Clearing & Grub	3.66	\$ 5,570.70	\$ 20,385.21	3.66	\$ 20,385.21	-	\$ -	3.66	\$ 20,385.21
	12.01.040.010		Earthwork									
	12.01.040.010		Mass Grading (Cut)	79,483.00	\$ 2.72	\$ 216,523.88	65,097.00	\$ 177,334.21	7,000.00	\$ 19,069.07	72,097.00	\$ 196,403.28
	12.01.040.055		Mass Grading (Fill)									
			Topsoil Strip and Respread	4,006.80	\$ 4.96	\$ 19,873.73	4,006.80	\$ 19,873.73	-	\$ -	4,006.80	\$ 19,873.73
	12.01.050.010		Finish Grading									
	12.01.050.025		Finish Grading Streets	49,500.00	\$ 0.60	\$ 29,700.00	-	\$ -	-	\$ -	-	\$ -
			Finish Grading Other - Inc Lots									
	12.01.065.005		Erosion Control									
	12.01.065.015		Silt Fence Maintain	884.88	\$ 1.04	\$ 920.07	500.00	\$ 520.00	-	\$ -	500.00	\$ 520.00
	12.01.065.020		Sod on pond banks	4,750.00	\$ 2.95	\$ 14,012.50	-	\$ -	-	\$ -	-	\$ -
	12.01.065.030		ROW Sod Strip	650.00	\$ 3.86	\$ 2,509.00	-	\$ -	-	\$ -	-	\$ -
	12.01.065.035		Silt Fence	884.88	\$ 0.97	\$ 858.14	884.88	\$ 858.14	-	\$ -	884.88	\$ 858.14
	12.01.065.040		ROW Hydroseed	8,600.00	\$ 0.36	\$ 3,096.00	-	\$ -	-	\$ -	-	\$ -
	12.01.065.045		Seed & Mulch Lots									
	12.01.065.055		Curb Inlet Protection	11.00	\$ 199.00	\$ 2,188.95	-	\$ -	-	\$ -	-	\$ -
			NPDES Monitoring	1.00	\$ 4,819.97	\$ 4,819.97	-	\$ -	0.45	\$ 2,168.99	0.45	\$ 2,168.99
	12.01.070.066		Earthwork - Misc.									
			Construction Entrance	1.00	\$ 8,713.64	\$ 8,713.64	-	\$ -	-	\$ -	-	\$ -
			Site Preparation and Grading									
	12.10.110.090		Sanitary Sewer Pipe									
	12.10.110.190		8" PVC Sewer Main			\$ -						
			6" PVC Lateral			\$ -						
	12.10.115.030		Sanitary Sewer Manholes									
	12.10.110.205		Manholes 48"			\$ -						
			Drop Connections			\$ -						
	12.10.120.055		Sewer Lift Station									
			Lift Station			\$ -						

Job	Cost Code	No.	Service	Original Contract			Total Previous Billing		Current Billing		Total Billed to Date	
				Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
			Sewer - misc									
	12.10.130.050		4" Forcemain									
	12.10.120.035		Sewer - Testing & Acceptance									
			ARV with Manhole									
			Sanitary Sewer									
	12.20.210.095		Storm Drain Pipe									
	12.20.210.100		15" RCP Storm Drain	38.60	\$ 80.47	\$ 3,106.39	38.60	\$ 3,106.39			38.60	\$ 3,106.39
	12.20.210.105		18" RCP Storm Drain	12.87	\$ 94.85	\$ 1,220.54	2.57	\$ 244.11			2.57	\$ 244.11
	12.20.210.120		24" RCP Storm Drain	16.09	\$ 102.41	\$ 1,647.28	3.22	\$ 329.46			3.22	\$ 329.46
	12.20.210.115		42" RCP Storm Drain									
	12.20.210.125		36" RCP Storm Drain									
	12.20.210.350		48" RCP Storm Drain									
	12.20.210.355		15" HDPE Storm Drain									
	12.20.210.360		18" HDPE Storm Drain									
	12.20.210.365		24" HDPE Storm Drain	104.55	\$ 70.66	\$ 7,387.73						
	12.20.210.370		30" HDPE Storm Drain	72.38	\$ 97.43	\$ 7,052.27						
	12.20.210.380		36" HDPE Storm Drain	80.43	\$ 106.31	\$ 8,550.04						
	12.20.210.410		48" HDPE Storm Drain									
			Storm Drain Testing and Accept	324.92	\$ 6.31	\$ 2,050.24						
			Storm Drain Concrete Structures									
	12.20.225.005		Curb Inlets Single	2.01	\$ 4,355.99	\$ 8,758.32	0.40	\$ 1,751.66			0.40	\$ 1,751.66
	12.20.225.010		Curb Inlets Double	1.21	\$ 7,632.39	\$ 9,207.59	0.24	\$ 1,841.52			0.24	\$ 1,841.52
	12.20.225.065		48" MH up to 10' deep	0.40	\$ 4,303.34	\$ 1,730.49	0.08	\$ 346.10			0.08	\$ 346.10
	12.20.225.070		48" MH 10-12' deep									
	12.20.225.075		48" MH 12-14' deep									
	12.20.210.025		24" MES									
	12.20.210.035		36" MES	0.40	\$ 1,951.70	\$ 784.83						
	12.20.225.085		48" MES									
	12.20.225.170		Underdrain	144.77	\$ 26.87	\$ 3,889.86						
			Control Structures									
			Storm Drainage									
			D/W - Waterline Pipe									
	12.30.310.090		D/W-2" PVC Water Main									
	12.30.310.095		D/W-4" PVC Water Main									
	12.30.310.100		D/W-6" PVC Water Main									
	12.30.310.105		D/W-8" PVC Water Main									
	12.30.310.110		D/W-10" PVC Water Main	820.00	\$ 36.80	\$ 30,172.86						
	12.30.310.290		D/W-Service Laterals									
	12.30.310.335		Test & Chlorinate	820.00	\$ 5.00	\$ 4,100.00						
			D/W-Valves & Fittings									
	12.30.315.010		D/W-4" Gate Valves									
	12.30.315.015		D/W-6" Gate Valves									
	12.30.315.020		D/W-8" Gate Valves									
	12.30.315.025		D/W-10" Gate Valves									
			D/W-Waterline Appurtenances									
	12.30.320.010		D/W-Fire Hydrants	0.80	\$ 2,581.72	\$ 2,076.36						
	12.30.320.015		D/W-2" Flushing Hydrant	0.40	\$ 1,619.86	\$ 651.39						
			Domestic Water									
			R/W - Waterline Pipe									
	12.35.360.090		R/W-2" PVC Water Main									
	12.35.360.095		R/W-4" PVC Water Main									
	12.35.360.100		R/W-6" PVC Water Main									
	12.35.360.105		R/W-8" PVC Water Main									
	12.35.360.110		R/W-10" PVC Water Main	740.00	\$ 31.23	\$ 23,111.53						
	12.35.360.210		R/W-Service Laterals									
			R/W - Testing	740.00	\$ 5.05	\$ 3,737.00						

Job	Cost Code	No.	Service	Original Contract			Total Previous Billing		Current Billing		Total Billed to Date	
				Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
	12.35.365.010		R/W-Valves & Fittings				-	\$ -			-	\$ -
	12.35.365.020		R/W-4" Gate Valves			\$ -	-	\$ -			-	\$ -
	12.35.365.025		R/W-8" Gate Valves			\$ -	-	\$ -			-	\$ -
			R/W-10" Gate Valves			\$ -	-	\$ -			-	\$ -
			R/W-Appurtenances				-	\$ -			-	\$ -
			R/W-2" Flushing Hydrant			\$ -	-	\$ -			-	\$ -
			Reclaimed Water									
	12.40.410.020		Pavement									
			Subgrade Prep. - 12" Stabilized Subgrade	6,275.00	\$ 7.78	\$ 48,819.50	-	\$ -			-	\$ -
	12.40.415.010		Pavement - Asphalt									
	12.40.415.020		1" Asphalt (First Lift)	5,375.00	\$ 6.67	\$ 35,851.25	-	\$ -			-	\$ -
			Prime	5,375.00	\$ 0.58	\$ 3,117.50	-	\$ -			-	\$ -
	12.40.425.015		Pavement - Aggregate Base									
			6" Aggregate Base	5,375.00	\$ 12.03	\$ 64,661.25	-	\$ -			-	\$ -
	12.40.435.005		Curb and Gutter									
			Miami Curb and Gutter	4,025.00	\$ 11.54	\$ 46,448.50	-	\$ -			-	\$ -
	12.40.440.010		Sidewalks									
			5' Sidewalk	108.33	\$ 60.99	\$ 6,607.65	-	\$ -			-	\$ -
	12.40.445.025		Decorative Concrete									
			ADA Pavers - HC Ramps	30.00	\$ 56.90	\$ 1,706.94	-	\$ -			-	\$ -
	12.40.460.030		Street Signage, Striping & Facilities									
			Pavement Markings	1.00	\$ 929.79	\$ 929.79	-	\$ -			-	\$ -
			Street Improvements									
						\$ 2,393,440.97	TOTALS	\$ 797,956.00	TOTALS	\$ 255,329.02	TOTALS	\$ 1,053,285.02
			RETENTION			\$ 239,344.10	RETENTION	\$ 79,795.60	RETENTION	\$ 25,532.90	RETENTION	\$ 105,328.50
			TOTAL INVOICE			\$ 2,154,096.87	TOTAL INV.	\$ 718,160.40	TOTAL INV.	\$ 229,796.12	TOTAL INV.	\$ 947,956.52

Payment Application Form

Application No.:

Application Date:

Billing Period:

CONTRACTOR:

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By AOB Date: 1-28-20

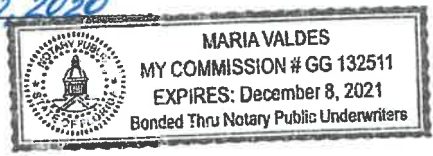
State of: Florida

County of: Clay

Subscribed and sworn to before me this 28th day of January 2020

Notary Public: Maria Valdes

My Commission expires: Dec. 8, 2021



Contractor	Scope of Work	Compliant COI	Worked this Month
J&D Tractor	misc. work		
Florida Carter	seed & mulch		
KCE	sod, seed & mulch		
Groundtronics	wire testing		
Hardscape	pavers		
Roger's Pavement Maintenance	striping		
Curb Systems	curb & sidewalk		
John Woody, Inc.	Utility Work		
Palmetto Prime	Asphalt Prime		
Preferred Material	Asphalt Supplier		

CONTRACTOR'S WAIVER AND RELEASE OF LIEN – CONDITIONAL

(To Accompany Each Application For Progress Payment. This form can only be used if Conditional Waivers are allowed and must be supplemented with an Unconditional Waiver after payment is received.)

**CONDITIONAL WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT**

The undersigned lienor, upon receipt of payment in the amount of \$ 229,796.11, waives and releases its lien and right to claim a lien for labor, services, or materials furnished through Jan. 22, 2012, ("Waiver Date") to WFC Ashford Mills Owner VII, L.L.C. ("Owner") to the following property:

Shearwater Phase 2E Private Infrastructure located in St. Johns County Florida ("Property")
[Insert the description of the Property]

Upon receipt of the above referenced payment, Lienor certifies that all of its sub-contractors(s), supplier(s) and/or agent(s) furnishing labor, services or materials to or for it in connection with its Work at the Property have been or will be paid in full by Lienor within 7 days of receipt of the above referenced payment for all labor, services or material provided through the Waiver Date.

Lienor, upon receipt of the above-referenced payment, waives, releases and discharges Owner, its agents, assigns, attorneys and successors-in-interest, of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, punitive or exemplary damages, attorney's fees, expenses, costs and/or compensation of any kind or nature whatsoever, both at law and in equity, whether presently known or unknown, that Lienor ever had, now has or may hereafter have, for or arising out of, connected with, or in any way resulting from Lienor's Work at the Property though the Waiver Date.

Lienor acknowledges and agrees that this Progress Lien Waiver and Release is executed and delivered with the intent that the same be relied upon by Owner. This Progress Lien Waiver and Release shall inure to the benefit of Owner, its respective successors and assigns, and shall be binding upon Lienor, its successors and assigns upon Lienor's receipt of the above referenced payment.

DATED on Jan. 22, 2012.

Lienor
By: 
[Lienor's Signature]

Vallencourt Construction Co., Inc.
[Lienor's Name]
P.O. Box 1889
Green Cove Springs, FL 32043
[Lienor's Address]

STAFF REPORTS

District Counsel

District Engineer

Construction Administrator

Tab 5

Date of Issuance: _____ Effective Date: _____
 Owner: Trout Creek Community Development District Owner's Contract No.: _____
 Contractor: Vallencourt Construction Company, Inc. Contractor's Project No.: _____
 Engineer: Prosser, Inc. Engineer's Project No.: _____
 Project: Construction Services for Phase 2C (CDD Improvements)
 Contract Name: EJCDC Standard Form of Agreement Between Owner and Contractor for Construction Contract
 (Stipulated Price)

The Contract is modified as follows upon execution of this Change Order:

Description: See Exhibit A attached hereto.
 Attachments: Exhibit A: Schedule of Values for Change Order #6.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$3,862,580.44	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> : \$7,252,116.90	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$11,114,697.34	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$51,854.85	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$11,166,552.19	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

By: <u>[Signature]</u> Engineer (if required)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor
Title: <u>Principal</u>	Title: <u>Chairman</u>	Title: <u>Vice President</u>
Date: <u>3/11/20</u>	Date: <u>3/13/2020</u>	Date: <u>3-10-20</u>

Exhibit A

Marcus McInerney, President Mike Vallencourt Sr., Chairman		Mike Vallencourt II, Vice President J. Badel Vallencourt, Vice President Stan Bates P.E., Vice President
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To: Freshhold Communities	Contact: Mike McCollum
Address: 322 Paseo Reyes Drive St. Augustine, FL 32095	Phone: (904) 513-8115
Project Name: Sheerwater Creek Crossing - Decorative Columns	Fax:
Project Location:	Bid Number:
	Bid Date: 1/15/2020

Item #	Item Description	Estimated Quantity Unit
100	General Conditions	1.00 LS
400	Surveying	1.00 LS
1125	Misc. Earthwork	1.00 LS
2109	Decorative Columns	8.00 EACH

Total Bid Price: \$51,854.85

Notes:

- The above price excludes Landscaping & Irrigation
- The above price excludes Sunday Work
- The above price is based on the owner providing horizontal and vertical site control

Payment Terms:

Payment due within 45 days of date of invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Vallencourt Construction Company, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Stan Bates (904) 291-9830 stan@vallencourt.com</p>
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Amenity and Maintenance Reports

*Community Director Report (Under
Separate Cover)*

*Lifestyle Director Report (Under
Separate Cover)*

Brightview Landscape Report
(Under Separate Cover)

Tab 6



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: February 26, 2020

Biologist: Jim Charles

Client: Trout Creek CDD

Waterways: 15 ponds

Conditions: Partly sunny, 65 F and calm winds.

Entry Pond: Pond was a 9 (very good). Water level is normal. Waterfall columns still look good.



Amenity Pond: This pond was an 8 (good). Water level is normal. Checked fish barrier.



Pond 1a: This pond was a 9 (very good). Water level is normal.



Pond 1b: This pond was an 8 (good condition). Water level is normal. Algae treatment earlier in the month had good results.



Pond 2a: This pond was an 8 (good condition). Water level is normal. Checked fish barrier.



Pond 2b: This pond was a 9 (very good). Pond level is normal. Inspected fish barrier.



Pond 3a: This pond was an 8 (good). Water level is normal.



Pond 6: This pond was an 8 (fair to good condition). Water level is normal. Checked fish barrier.



Pond 7a: Pond was an 8 (good condition). Water level is normal.



Pond 7b: Pond was an 8 (good condition). Water level is normal.



Pond 7c: Pond was an 8 (good condition). Water level is normal.



Pond 8a: Pond was a 7 (good condition). Water level is normal. Perimeter treatment last month for torpedo grass, minor cattails and naiad had good results.



Pond 9a: Pond was an 8 (much improved condition). Water level is normal. Treatment last month for algae, cattails, torpedo grass, naiad and pennywort had very good results.



Pond 10a: Pond was an 8 (good condition). Water level is normal.



Jim Charles

District Manager

BUSINESS ITEMS

*Consideration of Trout Creek
Phase 3 Civil Site Construction
Proposals
(Under Separate Cover)*

Tab 7

RESOLUTION 2020-07

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Trout 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 St. Johns County, Florida; and

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 26th DAY OF MARCH, 2020.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

EXHIBIT “A”

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY

1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Trout Creek Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. “Abuse” means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. “Assets” means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. “Auditor” means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. “Board” means the Board of Supervisors for the District.
- 2.5. “District Management” means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
 - 4.1.1. Identifying potential hazards.
 - 4.1.2. Evaluating the likelihood and extent of harm.
 - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
 - 7.1.1.1. Review its operational processes.
 - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
 - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
 - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), *Florida Statutes*

Effective date: March 26, 2020

**AUDIENCE COMMENTS
and
SUPERVISOR REQUESTS**

ADJOURNMENT