



Rizzetta & Company

Trout Creek Community Development District

**Board of Supervisors' Meeting
June 02, 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	Chairman
	David Roane	Vice Chairman
	Doug Davis	Assistant Secretary
	Michael Gruber	Assistant Secretary
	Henry Green	Assistant Secretary
District Manager	Melissa Dobbins	Rizzetta & Company, Inc.
District Counsel	Jonathan Johnson	Hopping Green & Sams, P.A.
	Katie Buchanan	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 Public Comments, which is the portion of the agenda where individuals may make comments. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (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.

May 26, 2020

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

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Trout Creek Community Development District will be held on **Tuesday, June 2, 2020 at 3:00 p.m.** held via teleconference or video conference, pursuant to Executive Orders 20-52 and 20-69 and 20-123, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS**
- 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, February 2020, March 2020 and April 2020.....Tab 2
 - C. Construction Activity Report, Period Ending May 31, 2020.....Tab 3
 - D. Ratification of Custody Account, Series 2018, CUS 72 to CUS 85.....Tab 4
 - E. Consideration of Resolution 2020-07, Re-Designating Secretary.....Tab 5
 - F. Consideration of Resolution 2020-08, Amending Bank Signatories.....Tab 6
 - G. Consideration of Resolution 2020-09, Adopting Internal Controls Policy.....Tab 7
 - H. Consideration of LLS, Tax Solutions Engagement Letter, Series 2015.....Tab 8
 - I. Consideration of Resolution 2020-10, Setting Landowner Election.....Tab 9
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Construction Administrator
 - 1.) Ratification of Vallencourt CO #7, Decorative Columns.....Tab 10
 - 2.) Discussion Regarding Vallencourt CO, Outpost to Kayak Launch Trail
 - 3.) Discussion Regarding Landscape Enhancements
 - D. Amenity and Maintenance Reports
 - 1.) Community Director Report, May 2020.....Tab 11
 - 2.) Lifestyle Director Report, May 2020.....Tab 12
 - 3.) BrightView Landscape Report, May 2020.....Tab 13
 - 4.) Charles Aquatics Pond Report, April 30, 2020.....Tab 14
 - 5.) Charles Aquatics Fountain Report, May 1, 2020.....Tab 15
 - E. District Manager
 - 1.) Presentation of Registered Voter Count.....Tab 16
- 5. BUSINESS ITEMS**

- A. *Consideration of Trout Creek Phase 3 Civil Site Construction Proposals
(Under Separate Cover)*
 - B. *Consideration of Resolution 2020-11, Recognizing Contribution
Reduction (Under Separate Cover)*
 - C. Consideration of Florida Reserve Study and Appraisal Proposal.....Tab 17
 - D. Consideration of Resolution 2020-12, Approving FY 2020-2021
Proposed Budget and Setting Public Hearing.....Tab 18
6. **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

PUBLIC COMMENTS

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 (via speaker phone)
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.

THIRD ORDER OF BUSINESS**Consideration of the Minutes of the
Board of Supervisors' Meeting held
on December 3, 2019**

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.

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.

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

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.

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.

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.

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.

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.

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.

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

SEVENTH ORDER OF BUSINESS

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

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.

EIGHT ORDER OF BUSINESS

**Consideration of Colden Company
Firewall Proposal**

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.

NINTH ORDER OF BUSINESS

**Consideration of Charles Aquatics
Proposals**

1.) Monthly Fountain Tower Cleaning Proposal

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.

2.) Amended Pond Maintenance Proposal

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.

TENTH ORDER OF BUSINESS

**Discussion Regarding Fire Pit and
Outside Grill Usage**

Discussions ensued. The Board of Supervisors' approved residents using the fire pit and outside grill after checking key out with management. This will not be a reserved area and will remain open to the residents at all times.

ELEVENTH ORDER OF BUSINESS

**Consideration of Leisure Creations
Chaise Chairs Proposal**

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.

The Board moved to agenda item 4D.

TWELFTH ORDER OF BUSINESS

**Consideration of Vak Pak
Preventative Maintenance Proposal**

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.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

D. Amenity and Maintenance Reports

Ms. Flores reviewed reports under tab 6 to tab 9 of the agenda.

She updated the Board regarding an incident on property involving two minors. Discussions ensued. The Board of Supervisors' directed Ms. Flores to send notices to both families to give a warning that if another incident occurs then their Amenity Facility privileges may be suspended.

The Board moved to agenda item 5G.

FOURTEENTH ORDER OF BUSINESS

**Public Hearing on Amended Rules of
Procedure**

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

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.

No audience members present.

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.

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.

FIFTEENTH ORDER OF BUSINESS

Public Hearing on Facility Amenity Rates

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.

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.

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.

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.

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.

SEVENTEENTH ORDER OF BUSINESS

Audience Comments and Supervisor Requests

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

Change Order No. 6

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

Exhibit A

Marvus McInarnay, President Mike Vallencourt Sr., Chairman		Mike Vallencourt II, Vice President J. Daniel Vallencourt, Vice President Stan Bales P.E., Vice President
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To: Trout Creek CDD Address:	Contact: Mike McCollum Phone: (904) 513-8115 Fax:
Project Name: Shearwater 2D3 Lift Station Project Location:	Bid Number: 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

1/20/2020 11:10:06 AM

Page 1 of 3

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

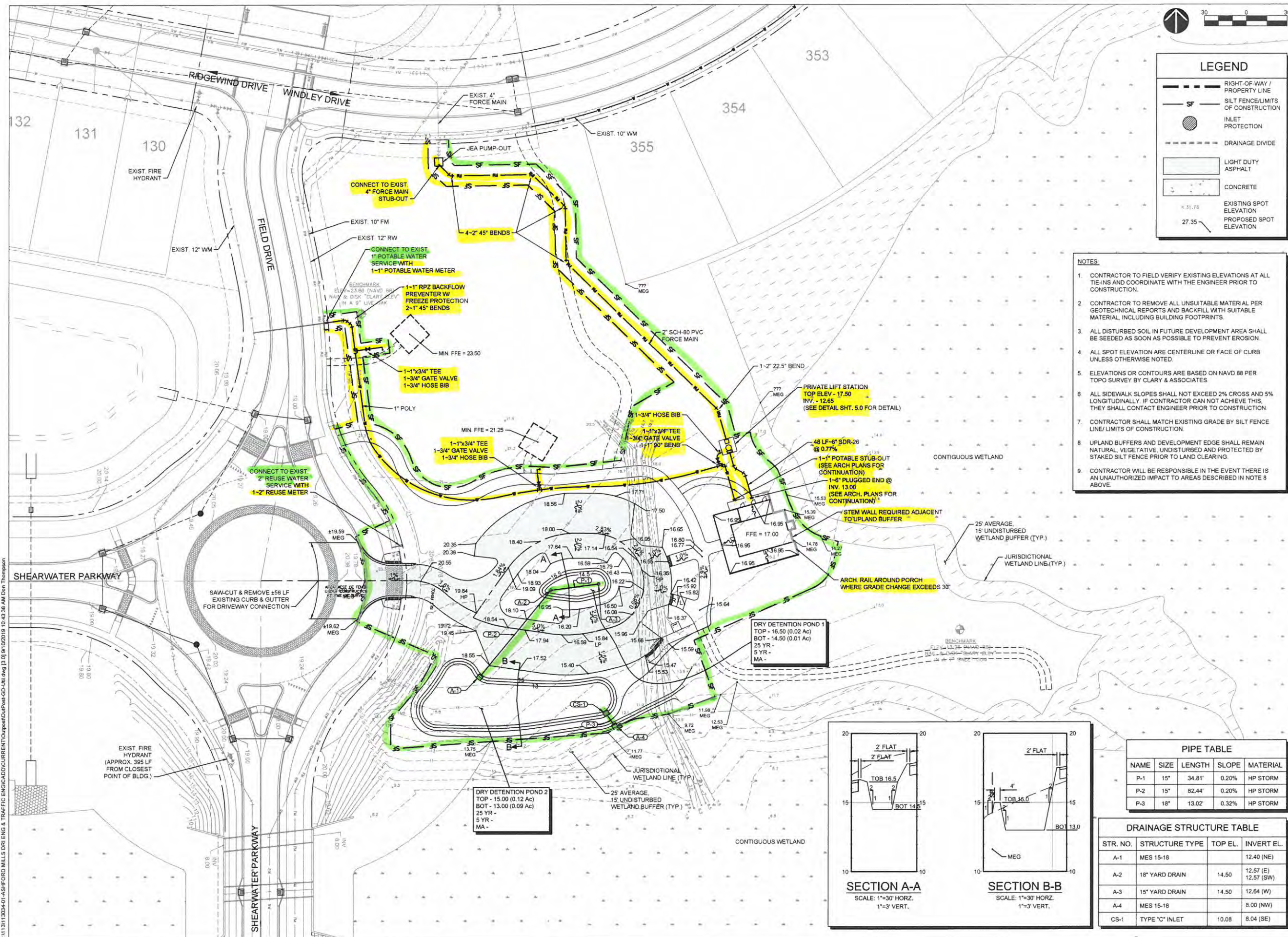
Division Code	Description	Pay Quantity	Unit of Measure	Unit Price	Total Price
00100 (General Conditions)					\$4,215.20
00100	General Conditions	1.00	Lump Sum	\$4,215.20	\$4,215.20
00300 (NPDES Permit Compliance)					\$5,094.28
00300	NPDES Permit Compliance	2.00	Month	\$432.47	\$864.94
00300	Maintain 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

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
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

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
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 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

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
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

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
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>

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 February 2020

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2020 through February 29, 2020. This does not include expenditures previously approved by the Board.

The total items being presented **\$103,609.49**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2020 Through February 29, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Ansana Interior Design, Inc.	002700	2594	Fabric for Executive Chair Covers 02/20	\$ 392.50
Aramark Refreshment Services, LLC.	002701	800755	Cafe Supplies 11/19	\$ 390.73
Aramark Refreshment Services, LLC.	002701	802225	Cafe Supplies 11/19	\$ 252.00
Aramark Refreshment Services, LLC.	002701	806841	Cafe Supplies 01/20	\$ 201.06
Aramark Refreshment Services, LLC.	002701	808169	Cafe Supplies 02/20	\$ 417.86
Arrow Exterminators Inc., dba Nader's Pest Raiders	002696	36660708	Rodent Service 01/20	\$ 176.00
AT&T Communications System	002684	151561791 - 01/20	Acct # 151561791 - 01/20	\$ 64.43
AT&T Communications System	002685	904 230-0008 001 0564 01/20	Monthly Telephone Service 01/20	\$ 196.50
AT&T Communications System	002686	904 230-0054 001 0562 01/20	904 230-0054 001 0562 01/20	\$ 226.25
Atlantic Companies, Inc.	002687	147059	200 Keyfobs and Speakers not working 01/20	\$ 1,325.50
Atlantic Companies, Inc.	002702	147361	Replaced Power Jump Transfer 02/20	\$ 975.00
Boundless Network, Inc.	002688	I379372	Floor Mats 01/20	\$ 186.20

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2020 Through February 29, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Brightview Landscape Services, Inc.	002703	6683316	Monthly Landscape Maintenance 02/20	\$ 22,310.32
Capital Consultants Management Corporation	002689	TCD-02012020	Amenity Management Services 02/20	\$ 1,526.48
Charles Aquatics, Inc.	002704	38023	Monthly Aquatic Management Services of 14 ponds 02/20	\$ 840.00
Charles David Roane	002697	DR02042020	Board of Supervisors Meeting 02/04/20	\$ 200.00
Cintas Corp	002705	5015871065	First Aid Safety Supplies 02/20	\$ 68.66
Critter Control Operations, Inc.	002714	1594579	Monthly Pest Control - 02/20	\$ 110.25
Douglas M. Davis Jr.	002690	DD02042020	Board of Supervisors Meeting 02/04/20	\$ 200.00
Eason Enterprises, Inc. dba Southeast Fitness Repair	002698	12922D	Stairmaster Repair 01/20	\$ 560.87
Florida Department of Revenue	002706	65-8017062725-9 Sales and Use Tax	Sales and Use Tax 01/20	\$ 70.49
FPL	002718	02608-66256 01/20	100 County Road 210 W 01/20	\$ 1,115.46
FPL	002718	44041-80145 01/20	1626 Shearwater Parkway 01/20	\$ 17.08
FPL	002707	FPL Summary 01/20	FPL Summary 01/20	\$ 4,283.22

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2020 Through February 29, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Henry F. Green III	002691	HG02042020	Board of Supervisors Meeting 02/04/20	\$ 200.00
Hopping Green & Sams PA	002708	112628	General Legal Services 12/19	\$ 1,632.50
Howard Services, Inc.	002693	S-7163	AC Maintenance 01/20	\$ 1,177.49
ID Zone	002726	02172020	Resident's ID 02/20	\$ 2,718.44
IPFS Corporation	002694	GAA-944181 - Pymt 5	GAA-944181 - Pymt 5	\$ 3,234.49
Jacksonville Electric Authority	002719	9634626977 02/20	Water-Sewer Combination Services 02/20	\$ 16,862.59
Leisure Creations	002709	00049347	Custom Frame & Chaise Seat 02/20	\$ 3,281.79
Luxe Party Rentals, LLC	002695	548642	Pups & Pints 02/20	\$ 1,029.34
Michael T. Gruber	002692	MG02042020	Board of Supervisors Meeting 02/04/20	\$ 200.00
Peoples Gas System	002720	211011457499 - 01/20	182 Kayak Way - 01/20	\$ 29.18
Peoples Gas System	002720	211011457499 - 12/19	182 Kayak Way - 12/19	\$ 33.08
Prosser, Inc.	002711	43202	General/O&M Support 11/19	\$ 390.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2020 Through February 29, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Prosser, Inc.	002712	43370	General/O&M Support 12/19	\$ 1,545.00
Prosser, Inc.	002721	43542	General/O&M Support 01/20	\$ 1,950.00
Republic Services of Florida	002722	0687-001038370	Waste Disposal Services - 03/20	\$ 229.45
Rizzetta & Company, Inc.	002681	INV0000046508	District Management Fees 02/20	\$ 3,934.17
Rizzetta Technology Services, LLC	002682	INV0000005481	Email & Website Hosting Services 02/20	\$ 160.00
SlideCare LLC dba SildeRenu	002723	38120	Water Slide Restoration 02/20	\$ 3,350.00
Southeastern Paper Group, Inc.	002713	4742212	Janitorial Supplies 02/20	\$ 92.95
SouthStar Energy Services LLC dba Florida Natural Gas	002717	324514ES	Natural Gas 01/20	\$ 9.90
St Johns county Tax Collector *Dennis W. Hollingsworth	002683	Postage 2019	Property Tax Postage 2019	\$ 138.54
Sun State Nursery & Landscaping, Inc.	002724	120037	Landscaping & Irrigation Maintenance 01/20	\$ 5,950.80
Sun State Nursery & Landscaping, Inc.	002724	220036	Landscaping & Irrigation Maintenance 02/20	\$ 5,950.80
The St. Augustine Record Dept 1261	002710	01212020	Acct#15626 Legal Advertising 01/21/2020	\$ 76.29

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2020 Through February 29, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vak Pak Inc. Manufacturing	002699	26421	1ST Quarter Inspection 01/20	\$ 700.00
Vak Pak Inc. Manufacturing	002725	26523	Installed New High Pressure Steel 02/20	\$ 547.16
Vesta Property Services, Inc.	002715	365244	Maintenance/Janitorial/Pool Maintenance 02/20	\$ 11,978.67
Wayne Automatic Fire Sprinklers, Inc.	002716	792540	Quarterly Sprinkler Inspection 01/20	<u>\$ 100.00</u>
Report Total				<u><u>\$ 103,609.49</u></u>

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 March 2020

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

The total items being presented **\$98,112.49**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2020 Through March 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Adkins Electric, Inc.	002727	G20621	Repair Photocell and Lighting 01/20	\$ 1,660.00
Aramark Refreshment Services, LLC.	002753	122422	Cafe Supplies 02/20	\$ 74.03
Aramark Refreshment Services, LLC.	002753	811359	Cafe Supplies 02/20	\$ 190.60
AT&T Communications System	002735	904 230-0008 001 0564 02/20	Monthly Telephone Service 02/20	\$ 229.75
AT&T Communications System	002736	904 230-0054 001 0562 02/20	904 230-0054 001 0562 02/20	\$ 227.18
AT&T Communications System	002734	151561791 - 02/20	Acct # 151561791 - 02/20	\$ 25.30
Brightview Landscape Services, Inc.	002728	6710412	Irrigation Repair 02/20	\$ 90.00
Brightview Landscape Services, Inc.	002728	6710413	Irrigation Repair 02/20	\$ 162.75
Brightview Landscape Services, Inc.	002728	6715091	Irrigation Repair 02/20	\$ 96.00
Brightview Landscape Services, Inc.	002754	6723607	Monthly Landscape Maintenance 03/20	\$ 22,310.32
Capital Consultants Management Corporation	002729	TCD-03012020	Amenity Management Services 02/20	\$ 3,429.64
Charles Aquatics, Inc.	002738	38118	Bi-Monthly Cleaning of Fountains & Columns in Pond 1 03/20	\$ 400.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2020 Through March 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Charles Aquatics, Inc.	002755	38242	Monthly Aquatic Management Services of 17 ponds 03/20	\$ 960.00
Charles Aquatics, Inc.	002755	38328	Monthly Aquatic Management Services Removing Pond 9C 03/20	\$ (26.00)
Cintas Corp	002739	5016286006	First Aid Safety Supplies 03/20	\$ 110.02
Colden Company, Inc.	002740	12570	IT Services & Mileage Reimbursement - 02/20	\$ 1,206.15
Comm Fit LP	002730	0000004431	Fitness Equipment Parts 02/20	\$ 162.00
Critter Control Operations, Inc.	002751	1626050	Monthly Pest Control - 03/20	\$ 110.25
Florida Department of Revenue	002756	65-8017062725-9 Sales and Use Tax	Sales and Use Tax 02/20	\$ 291.81
FPL	002743	FPL Summary 02/20	FPL Summary 02/20	\$ 5,413.86
Hopping Green & Sams PA	002741	113180	General Legal Services 01/20	\$ 1,267.50
IPFS Corporation	002744	GAA-944181 - Pymt 6	GAA-944181 - Pymt 6	\$ 3,234.49
Jacksonville Electric Authority	002758	9634626977 03/20	Water-Sewer Combination Services 03/20	\$ 13,350.37
Lee Roy Edwards	002745	840330	Re Upholster Arms on 2 Chairs 03/20	\$ 250.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2020 Through March 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Municipal Asset Management, Inc.	002747	0617652	Lease Payment Fitness Equipment 03/20	\$ 9,046.28
Municipal Asset Management, Inc.	002747	0617653	Lease Payment Property Schedule 2 Cybex Press 03/20	\$ 623.36
Peoples Gas System	002748	211011457499 - 02/20	182 Kayak Way - 02/20	\$ 50.62
Prosser, Inc.	002749	43578	General/O&M Support 02/20	\$ 1,020.00
Republic Services of Florida	002759	0687-001045456	Waste Disposal Services - 04/20	\$ 280.28
Rizzetta & Company, Inc.	002760	03012020	AT&T Invoices for Trout Creek 03/20	\$ 93.79
Rizzetta & Company, Inc.	002731	INV0000047363	District Management Fees 03/20	\$ 3,934.17
Rizzetta Technology Services, LLC	002732	INV0000005581	Email & Website Hosting Services 03/20	\$ 160.00
Southeastern Paper Group, Inc.	002733	4781146	Janitorial Supplies 02/20	\$ 780.84
SouthStar Energy Services LLC dba Florida Natural Gas	002757	328927ES	Natural Gas 02/20	\$ 27.53
Sterling Specialties, Inc.	002750	10101	Pool Gate Repair 02/20	\$ 1,560.00
Sun State Nursery & Landscaping, Inc.	002761	320036	Landscaping & Irrigation Maintenance 03/20	\$ 7,830.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2020 Through March 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
The Bank of New York Mellon	002737	252-2272006	Trustee Fees 02/26/2020-02/25/2021	\$ 4,000.00
The St. Augustine Record Dept 1261	002746	02182020 02/20	Acct#15626 Legal Advertising 02/18/2020	\$ 134.63
The Stripe Zone	002762	3245	Installed Reflective Pavement Markers 03/20	\$ 1,245.00
Vesta Property Services, Inc.	002763	366336	Maintenance/Janitorial/Pool Maintenance 03/20	\$ 8,878.53
Vesta Property Services, Inc.	002763	367203	Pool Supplies 03/20	\$ 33.44
Vibrant Life Church	002742	VLC02022020	Refund of Rental Deposit 02/20	\$ 200.00
Wellbeats, Inc.	002752	EPIV00000025456	WBC-PLUS Content Period 03/20 - 02/21	<u>\$ 2,988.00</u>
Report Total				<u>\$ 98,112.49</u>

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 April 2020

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2020 through April 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented **\$146,247.11**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2020 Through April 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aramark Refreshment Services, LLC.	002788	813926	Cafe Supplies 03/20	\$ 560.29
Arrow Exterminators Inc., dba Nader's Pest Raiders	002766	37829000	Rodent Service 02/20	\$ 176.00
AT&T Communications System	002770	151561791 - 03/20	Acct # 151561791 - 03/20	\$ 16.05
AT&T Communications System	002778	904 230-0008 001 0564 03/20	Monthly Telephone Service 03/20	\$ 227.18
AT&T Communications System	002779	904 230-0054 001 0562 03/20	904 230-0054 001 0562 03/20	\$ 227.18
Brightview Landscape Services, Inc.	002771	6755540	Irrigation Repair 03/20	\$ 130.00
Brightview Landscape Services, Inc.	002771	6755543	Irrigation Repair 03/20	\$ 203.70
Brightview Landscape Services, Inc.	002789	6761943	Monthly Landscape Maintenance 04/20	\$ 22,310.32
Brightview Landscape Services, Inc.	002780	6778748	Irrigation Repair 03/20	\$ 3,012.00
Brightview Landscape Services, Inc.	002780	6778763	Irrigation Repair 03/20	\$ 987.45
Caitlyn Broyles	002764	CB04112020	Refund of Rental Deposit 04/20	\$ 500.00
Capital Consultants Management Corporation	002772	TCD-04012020	Amenity Management Services 03/20	\$ 6,731.60

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2020 Through April 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Charles Aquatics, Inc.	002790	38483	Monthly Aquatic Management Services of 16 ponds 04/20	\$ 934.00
Colden Company, Inc.	002765	12646	Quarterly PBX Hosting Billing 04/20 - 06/20	\$ 940.80
Critter Control Operations, Inc.	002796	1645259	Monthly Pest Control - 04/20	\$ 110.25
Eason Enterprises, Inc. dba Southeast Fitness Repair	002786	13428A	Bi-Annual Preventative Maintenance 04/20	\$ 660.00
Everglades Pinestraw, Inc.	002791	18360Rev	Pinestraw Install 04/20	\$ 41,829.16
Florida Department of Revenue	002781	65-8017062725-9 Sales and Use Tax	Sales and Use Tax 03/20	\$ 123.25
FPL	002782	FPL Summary 03/20	FPL Summary 03/20	\$ 5,669.52
Hopping Green & Sams PA	002773	113882	General Legal Services 02/20	\$ 2,226.50
IPFS Corporation	002792	GAA-944181 - Pymt 7	GAA-944181 - Pymt 7	\$ 3,234.49
Jacksonville Electric Authority	002793	9634626977 04/20	Water-Sewer Combination Services 04/20	\$ 21,221.51
Lee Roy Edwards	002783	840340	Re Upholster Arms on 2 Chairs 02/20	\$ 250.00
Maria Roca	002768	MR02012020	Refund of Rental Deposit 02/20	\$ 200.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2020 Through April 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Peoples Gas System	002784	211011457499 - 03/20	182 Kayak Way - 03/20	\$ 52.82
Poolsure	002785	131295591341	Monthly Pool Chemicals 03/20	\$ 2,350.00
Poolsure	002785	131295591796	Monthly Pool Chemicals 04/20	\$ 2,350.00
Prosser, Inc.	002799	43863	General/O&M Support 03/20	\$ 555.00
Republic Services of Florida	002800	0687-001052352	Waste Disposal Services - 05/20	\$ 24.72
Rizzetta & Company, Inc.	002774	INV0000048117	District Management Fees 04/20	\$ 3,934.17
Rizzetta Technology Services, LLC	002775	INV0000005681	Email & Website Hosting Services 04/20	\$ 160.00
Southeastern Paper Group, Inc.	002769	4814123	Janitorial Supplies 03/20	\$ 483.00
SouthStar Energy Services LLC dba Florida Natural Gas	002798	333505ES	Natural Gas 03/20	\$ 29.27
Stepahnie Negron Sanchez	002801	SNS05092020	Refund of Rental Deposit 05/20	\$ 550.00
Stephens Advertising, Inc.	002776	18013217	Repair and Repaint Damanged Signs 03/20	\$ 360.28
Sterling Specialties, Inc.	002787	10036	Furnish & Install Customer Supplied Material at Pathway 02/2	\$ 780.00

Trout Creek Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2020 Through April 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Sterling Specialties, Inc.	002787	10210	Reset Stair Rails 03/20	\$ 580.00
Sterling Specialties, Inc.	002787	10215	Repair Coded lock at Sm. Dog Park 03/20	\$ 150.00
Sun State Nursery & Landscaping, Inc.	002795	420039	Landscaping & Irrigation Maintenance 04/20	\$ 7,830.00
Vak Pak Inc. Manufacturing	002777	26565	Installed New Pump in Front Fountain Vault 03/20	\$ 4,805.00
Vak Pak Inc. Manufacturing	002802	26714	Replaced solenoids and Actuator Rods 04/20	\$ 560.60
Vesta Property Services, Inc.	002797	368011	Maintenance/Janitorial/Pool Maintenance 04/20	\$ 7,336.00
Yordan Polanco	002794	YP03212020	Refund of Rental Deposit 03/20	<u>\$ 875.00</u>
Report Total				<u>\$ 146,247.11</u>

Tab 3

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds - Series 2018**

Construction & COI Account Activity Through May 31, 2020

Inflows:	Debt Proceeds	\$	10,188,947.97
	Underwriter's Discount		242,000.00
	Total Bond Proceeds:		10,430,947.97
	Interest Earned		79,156.83
	Total Inflows:	\$	10,510,104.80

Outflows: Requisitions

Requisition Date	Requisition Number	Contractor	Amount	Status As of 05/31/20
7/12/2018	COI	Underwriter's Discount	\$ (242,000.00)	Cleared
7/12/2018	COI	Rizzetta & Company	(36,000.00)	Cleared
7/12/2018	COI	Hopping Green & Sams	(42,500.00)	Cleared
7/12/2018	COI	Bryant Miller Olive	(40,000.00)	Cleared
7/12/2018	COI	Nabors, Giblin & Nickerson	(50,000.00)	Cleared
7/12/2018	COI	Image Master LLC	(1,750.00)	Cleared
11/15/2018	COI	Prosser	(5,000.00)	Cleared
11/15/2018	COI	BNY melon	(9,000.00)	Cleared
Total COI:			(426,250.00)	
7/12/2018	CR 1	Ashford Mills	(2,005,857.98)	Cleared
7/23/2018	CR 2	Atlantic Companies	(2,115.00)	Cleared
7/23/2018	CR 3	Hopping Green & Sams	(4,815.84)	Cleared
7/23/2018	CR 4	Prosser, Inc.	(41,183.89)	Cleared
7/23/2018	CR 5	Stephens Advertising	(2,834.72)	Cleared
7/23/2018	CR 5	Stephens Advertising	-	Void
9/14/2018	CR 6	Adkins Electric, Inc.	(79,700.00)	Cleared
9/14/2018	CR 7	Hopping Green & Sams	(1,902.06)	Cleared
9/14/2018	CR 8	J. Kelly, LLC.	(9,500.00)	Cleared
9/14/2018	CR9	Prosser, Inc.	(40,324.53)	Cleared
9/26/2018	CR10	Sundancer	(46,377.00)	Cleared
11/13/2018	CR11	Hopping Green & Sams	(3,240.99)	Cleared
11/13/2018	CR12	Vallencourt Construction	(319,487.49)	Cleared
11/13/2018	CR13	Vallencourt Construction	(474,936.07)	Cleared
11/29/2018	CR14	Ashford Mills	(1,680,014.14)	Cleared
11/29/2018	CR15	Ashford Mills	(1,143,094.46)	Cleared

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds - Series 2018**

Construction & COI Account Activity Through May 31, 2020

12/17/2018	CR16	Ashford Mills	(241,343.37)	Cleared
12/17/2018	CR17	Hopping Green & Sams	(1,176.15)	Cleared
12/17/2018	CR18	Prosser, Inc.	(229.00)	Cleared
12/17/2018	CR19	Vallencourt Construction	(378,915.99)	Cleared
2/5/2019	CR20	Hopping Green & Sams	(4,191.50)	Cleared
2/5/2019	CR21	Void	0.00	Void
2/5/2019	CR22	Stephens Advertising, Inc.	(1,317.63)	Cleared
2/5/2019	CR23	Sundancer Sign Graphics	(7,198.00)	Cleared
2/28/2019	CR24	Hopping Green & Sams	(549.00)	Cleared
2/28/2019	CR25	Vallencourt Construction	(137,414.53)	Cleared
2/28/2019	CR26	Vallencourt Construction	(420,107.87)	Cleared
5/7/2019	CR27	Hopping Green & Sams	(3,442.30)	Cleared
5/7/2019	CR28	Prosser, Inc.	(510.00)	Cleared
5/7/2019	CR29	Sundancer Sign Graphics	(6,300.00)	Cleared
5/7/2019	CR30	Vallencourt Construction	(487,888.45)	Cleared
5/7/2019	CR31	Vallencourt Construction	(70,632.54)	Cleared
5/7/2019	CR32	Vallencourt Construction	(189,460.77)	Cleared
5/7/2019	CR33	Vallencourt Construction	(223,237.20)	Cleared
5/7/2019	CR34	Vallencourt Construction	(55,157.38)	Cleared
6/11/2019	CR35	Vallencourt Construction	(80,150.77)	Cleared
6/27/2019	CR36	Prosser, Inc.	(93,708.78)	Cleared
7/22/2019	CR37	Adkins Electric, Inc.	(18,800.00)	Cleared
7/22/2019	CR38	Sunstate Nursery & Landscaping Inc	(67,449.60)	Cleared
7/22/2019	CR39	Vallencourt Construction	(233,873.02)	Cleared
7/22/2019	CR40	Vallencourt Construction	(334,117.54)	Cleared
7/22/2019	CR41	Vallencourt Construction	(204,071.10)	Cleared
7/22/2019	CR42	Vallencourt Construction	(58,571.31)	Cleared
8/30/2019	CR43	Prosser, Inc.	(11,725.00)	Cleared
8/30/2019	CR44	Sunstate Nursery & Landscaping Inc	(209,291.40)	Cleared
8/30/2019	CR45	Sunstate Nursery & Landscaping Inc	(178,658.10)	Cleared
9/23/2019	CR46	Vallencourt Construction	(82,898.92)	Cleared
9/23/2019	CR47	Vallencourt Construction	(104,364.37)	Cleared
9/23/2019	CR48	Vallencourt Construction	(212,274.27)	Cleared
9/30/2019	CR 49	Adkins Electric, Inc.	(59,750.00)	Cleared
9/30/2019	CR 50	Hopping Green & Sams	(1,663.00)	Cleared
9/30/2019	CR 51	PBM Constructors, Inc.	(43,026.65)	Cleared
Total Requisitions:			(10,078,849.68)	

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
Capital Improvement Revenue Bonds - Series 2018**

Construction & COI Account Activity Through May 31, 2020

Total COI & Requisitions: (10,505,099.68)

Total Outflows: (10,505,099.69)

Series 2018 Construction Fund Balance at May 31, 2020 \$ 5,005.11

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

Construction Custody Account Activity Through May 31, 2020

Inflows:	Developer Contribution	\$ 5,067,925.33
	Due from Developer	1,950,573.63
	Transfer from S2015 Custody	31,074.97
	Total Inflows:	\$ 7,049,573.93

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status as of 05/31/20
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)	Cleared
02/17/20	CUS 78	Sunstate Nursery & Landscaping Inc	(87,421.91)	Cleared
02/17/20	CUS 79	Vallencourt Construction	(171,723.52)	Cleared
02/17/20	CUS 80	Vallencourt Construction	(485,700.20)	Cleared
02/17/20	CUS 81	Vallencourt Construction	(229,796.11)	Cleared
03/26/20	CUS 82	C&H Marine Construction	(62,240.00)	Cleared
03/26/20	CUS 83	Prosser Inc.	(68,458.25)	Cleared
03/26/20	CUS 84	Vallencourt Construction	(536,511.38)	Cleared
03/26/20	CUS 85	Vallencourt Construction	(280,336.16)	Cleared
04/30/20	CUS 86	Hopping Green & Sams	(11,526.24)	AP
04/30/20	CUS 87	Prosser Inc.	(15,440.16)	AP
04/30/20	CUS 88	Sunstate Nursery & Landscaping Inc	(45,000.00)	AP
04/30/20	CUS 89	Vallencourt Construction	(60,354.68)	AP

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

Construction Custody Account Activity Through May 31, 2020

04/30/20	CUS 90	Vallencourt Construction	(410,408.26)	AP
04/30/20	CUS 91	Vallencourt Construction	(405,239.10)	AP
04/30/20	CUS 92	Vallencourt Construction	(441,637.35)	AP
Total Construction Requisitions:			(6,488,606.09)	

Total Requisitions:	(6,488,606.09)
Retainage:	(560,967.84)
Total Outflows:	(7,049,573.93)

Series 2018 Construction Custody Fund Balance at May 31, 2020	\$ 0.00
--	----------------

Outstanding Contracts, net of retainage:

Prosser	\$ 61,163.75
Sunstate Nursery & Landscaping	849,536.00
Vallencourt Construction, Inc.	784,038.19

Contract Sub Total	1,694,737.94
---------------------------	---------------------

Committed Funds to be Provided by Developer	\$ 1,694,737.94
--	------------------------

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.

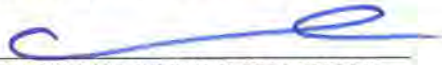
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

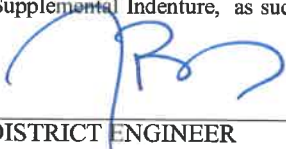
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**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

63-656/631

CHECK NO. 002014

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

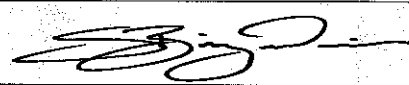
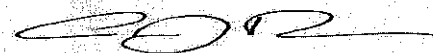
DATE

AMOUNT

02/14/2020

\$3,697.19

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE



AUTHORIZED SIGNATURE

⑈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

PROSSER

RECEIVED
NOV 27 2019

BY:

November 27, 2019

Project No: 113034.31

Invoice No: 43043

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

Total Reimbursables

1.15 times 6.25 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.

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
Vendor ID

Stephens Advertising, Inc.
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



AUTHORIZED SIGNATURE

⑈002015⑈ ⑆063102152⑆1000191287373⑈

PAY TO
THE
ORDER
OF

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

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

Payee
Vendor ID

Stephens Advertising, Inc.
Stephens Advertising

002015
02/14/2020

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



FAST DUE

Date

11/13/2019

INVOICE

18012746

TERMS: Net 7 from Invoice Date

7029-9 Commonwealth Ave. Jacksonville, FL 32220 • (904) 354-7004 • Fax (904) 354-1777

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)

799.59

799.59

The
FALLS"

- 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.



PAID 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: Mdobbsins@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

- (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.

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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 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

CHECK NO. 002016

63-656/631

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

DATE

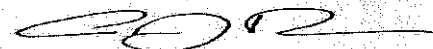
AMOUNT

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

PAY TO
THE
ORDER
OF

⑈002016⑈ ⑆063102152⑆1000191287373⑈

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO (OWNER): TROUT CREEK CDD
910 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 NURSERY & 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

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
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	

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

1. ORIGINAL CONTRACT SUM	1,091,256.96
2. Net change by Change Orders	923,310.87
3. CONTRACT SUM TO DATE	2,015,067.83
4. TOTAL COMPLETED & STORED TO DATE	1,082,220.97
5. RETAINAGE:	
a. 10% of Completed Work	54,111.05
b. 10% of Stored Material	
Total Retainage	54,111.05
6. TOTAL EARNED LESS RETAINAGE	1,028,109.92
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	889,284.82
8. CURRENT PAYMENT DUE	138,825.10
9. BALANCE TO FINISH, PLUS RETAINAGE	986,957.91

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 Certificate for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SUBSTANTIAL NURSERY & LANDSCAPING, INC.

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

State of: FLORIDA

County of: Daytona

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.

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 \$ 138,825.10

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

ARCHITECT:

By: [Signature]

Date: 2/14/20

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.

G702-1983

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

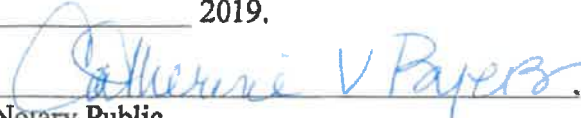
This waiver and releases does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien or Bond on behalf of Lienor.

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.

19-025

APPLICATION NUMBER:	SEVEN
APPLICATION DATE:	12/23/19
PERIOD TO:	12/31/19
ARCHITECTS PROJECT NO:	

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETENTION 5 %
	OTHER TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
		\$4,700.00	\$4,700.00	\$0.00	\$0.00	\$4,700.00	100.00%	\$0.00	\$236.00
	TREES TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00
		\$394,870.70	\$373,904.00	\$20,966.70	\$0.00	\$394,870.70	100.00%	\$0.00	\$19,743.54
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00
	SHRUBS TOTAL	\$62,117.40	\$43,482.00	\$18,635.40	\$0.00	\$62,117.40	100.00%	\$0.00	\$1,105.67
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00
	GROUNDCOVERS	\$346,068.86	\$241,233.00	\$71,525.00	\$0.00	\$312,758.00	90.37%	\$33,310.86	\$15,637.80
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00
	IRRIGATION	\$284,000.00	\$270,150.00	\$13,850.00	\$0.00	\$284,000.00	100.00%	\$0.00	\$14,200.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00
8/27/19	C.O. # 1- Landscape & Irrigation Changes	\$23,774.87	\$2,620.28	\$21,154.65	\$0.00	\$23,774.87	100.00%	\$0.00	\$1,188.74
		\$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
11/6/19	C.O. # 2- Shearwater 2 D- LANDSCAPE	\$702,566.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$702,566.00	\$0.00
	C.O. # 2- Shearwater 2 D- IRRIGATION	\$196,980.00	\$0.00	\$0.00	\$0.00	\$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
		\$2,015,067.83	\$936,088.28	\$146,131.69	\$0.00	\$1,082,220.97	\$3.71%	\$932,846.86	\$64,111.05

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.

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 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.

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
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

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. 002017

****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
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		\$281,560.03

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 2D-CDD

APPLICATION NO: 6128-10

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 12/17/19

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

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner

TOTAL

Approved this Month

Number Date Approved

1

TOTALS

Net change by Change Orders

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, and that the amount shown paid by the Contractor for Work for which previous Certificates for Payment have been issued and payments received from the Owner, and that all Work shown herein is now due.

CONTRACTOR:

By: AD B.O.

Date:

12-18-19

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

1. ORIGINAL CONTRACT SUM..... \$ 3,950,275.80
2. Net change by Change Orders..... \$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 3,950,275.80
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)..... \$ 1,724,607.98

8. CURRENT PAYMENT DUE..... \$ 181,721.86

9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 2,043,945.76
(Line 3 less Line 6)

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:

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, 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 28th 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 TMNTE line items please enter percent complete as a fraction of 1, i.e. 50% would be .5. Where services are billed on a TMNTE 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: Valencourt 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
Job	Cost	No.	Service	Quantity	Unit	Unit Price	Amount	Total Previous Billing	Current Billing	Total Billed to Date			
								Quantity	Amount	Quantity	Amount	Quantity	Amount
302.MST2		1	Mobilization				\$ 30,909.52						
302.MST2	12.01.015.005	2	Mobilization / General Conditions	0.52	LS	\$ 70,114.86		0.34	\$ 20,438.48	0.05	\$ 3,805.74	0.39	\$ 29,304.22
302.MST2	12.01.015.010	3	Site Contractor - Survey	0.52	LS	\$ 64,674.75		0.34	\$ 21,666.04	0.05	\$ 3,233.74	0.39	\$ 24,899.78
302.MST2	12.01.015.016	4	Site Contractor - Bond	0.52	LS	\$ 40,902.60		0.00					
302.MST2	12.01.015.020	5	Site Contractor - Asbestos	0.52	LS	\$ 27,403.44		0.15	\$ 4,110.52			0.15	\$ 4,110.52
302.MST2		6					\$ 334,968.18						
302.MST2		7	Grading Preparation										
302.MST2	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.MST2		9					\$ 768,390.71						
302.MST2	12.01.040.010	10	Earthwork										
302.MST2	12.01.040.010	11	Mass Grading (Cut)	232300.00	CY	\$ 2.65	\$ 615,585.00	\$ 232,300.00	\$ 615,585.00			232,300.00	\$ 615,585.00
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 Rspread	27265.31	CY	\$ 5.60	\$ 152,665.71	27265.31	\$ 152,665.71			27,265.31	\$ 152,665.71
302.MST2		14					\$ 81,268.00						
302.MST2		15	Finish Grading										
302.MST2	12.01.050.010	16	Finish Grading Streets	28292.00	SY	\$ 0.82	\$ 15,681.64						
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				\$ 73,047.85						
302.MST2	12.01.065.005	20	Erosion Control	8543.33	LF	\$ 0.96	\$ 5,190.69	\$ 5,243.33	\$ 5,190.69			5,243.33	\$ 5,190.69
302.MST2	12.01.065.015	21	Sod on pond banks	13476.00	SY	\$ 2.51	\$ 26,509.56	10311.52	\$ 23,819.61			10,311.52	\$ 23,819.61
302.MST2	12.01.065.020	22	18" x 18" Sod Site	3722.00	SY	\$ 4.15	\$ 15,448.30	0.00					
302.MST2	12.01.065.030	23	5ft Fences	6243.33	LF	\$ 0.90	\$ 4,878.30	5243.33	\$ 4,878.30			5,243.33	\$ 4,878.30
302.MST2	12.01.065.040	24	Seed & Mulch Lots		SY	\$ 0.29	\$ -	0.00					
302.MST2	12.01.065.045	25	Curb Inset Protection	60.00	EA	\$ 164.76	\$ 9,885.00	30.00	\$ 4,942.80	10.00	\$ 1,647.60	40.00	\$ 6,590.00
302.MST2	12.01.065.055	26	NPDES Monitoring	0.52	LS	\$ 21,245.66	\$ 11,139.81	0.28	\$ 8,842.62	0.10	\$ 2,124.56	0.38	\$ 7,967.21
302.MST2		27					\$ 6,713.00						
302.MST2		28	Sanitary Sewer										
302.MST2	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.MST2		30											
302.MST2		31	Site Preparation and Grading				\$ 1,185,932.57						
302.MST2		32											
302.MST2		33	Sanitary Sewer Pipe										
302.MST2	12.10.110.080	34	8" PVC Sewer Main		LF	\$ 33.74	\$ -						
302.MST2	12.10.110.180	35	8" PVC Lateral		EA	\$ 988.43	\$ -	0.00					
302.MST2		36											
302.MST2		37	Sanitary Sewer Manholes										
302.MST2	12.10.118.030	38	Manholes 48"		EA	\$ 4,848.89	\$ -	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	12.10.120.050	45	10" Forcemain	2062.00	LF	\$ 34.68	\$ 71,163.36	410.40	\$ 14,232.87			410.40	\$ 14,232.87
302.MST2	12.10.120.050	46	Sewer - Testing & Acceptance	1.00	LF	\$ 11,845.80	\$ 11,845.80						
302.MST2	12.10.120.040	47	10" Forcemain Valves	1.00	EA	\$ 0.23	\$ 0.23	0.00					
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										
302.MST2		51					\$ 89,418.38						
302.MST2		52	Storm Drain Pipe				\$ 369,574.39						
302.MST2	12.20.210.055	53	12" RCP Storm Drain	599.84	LF	\$ 53.25	\$ 31,941.31	539.85	\$ 28,747.18	99.98	\$ 3,194.13	599.84	\$ 31,941.31
302.MST2	12.20.210.100	54	18" RCP Storm Drain	480.96	LF	\$ 84.48	\$ 31,205.60	483.96	\$ 31,205.60			483.96	\$ 31,205.60

Job	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	65	24" RCP Storm Drain	558.46	LF	\$ 70.21	\$ 39,276.90	544.00	\$ 38,194.24	15.46	\$ 1,082.66	559.46	\$ 39,276.90
302.MST2	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.MST2	12.20.210.115	57	36" RCP Storm Drain	369.58	LF	\$ 120.83	\$ 44,594.95	350.62	\$ 42,280.45	38.96	\$ 4,699.49	369.58	\$ 44,594.95
302.MST2	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.MST2	12.20.210.325	59	12" HDPE 0-6' Deep	194.00	LF	\$ 41.02	\$ 8,055.01	194.00	\$ 8,055.01	-	\$ -	194.00	\$ 8,055.01
302.MST2	12.20.210.350	60	16" HDPE Storm Drain	55.05	LF	\$ 53.47	\$ 2,943.76	55.05	\$ 2,943.76	-	\$ -	55.05	\$ 2,943.76
302.MST2	12.20.210.355	61	18" HDPE Storm Drain	74.86	LF	\$ 52.11	\$ 3,907.19	74.86	\$ 3,907.19	-	\$ -	74.86	\$ 3,907.19
302.MST2	12.20.210.380	62	24" HDPE Storm Drain	178.27	LF	\$ 65.08	\$ 11,602.02	161.00	\$ 10,477.86	17.27	\$ 1,124.16	178.27	\$ 11,602.02
302.MST2	12.20.210.385	63	30" HDPE Storm Drain	161.01	LF	\$ 82.45	\$ 12,455.13	151.01	\$ 12,455.13	-	\$ -	161.01	\$ 12,455.13
302.MST2	12.20.210.370	64	36" HDPE Storm Drain	300.97	LF	\$ 89.29	\$ 26,873.35	270.87	\$ 24,186.01	30.10	\$ 2,687.33	300.97	\$ 26,873.35
302.MST2	12.20.210.380	65	48" HDPE Storm Drain	20.97	LF	\$ 178.00	\$ 3,733.75	18.83	\$ 3,359.92	2.10	\$ 373.83	20.97	\$ 3,733.75
302.MST2	12.20.210.410	66	Storm Drain Testing and Accept	4170.54	LF	\$ 6.04	\$ 25,190.68	1000.00	\$ 6,040.00	1,000.00	\$ 6,040.00	2,000.00	\$ 12,080.00
302.MST2		67											
302.MST2		68	Storm Drain Concrete Structures				\$ 610,886.33						
302.MST2	12.20.225.005	69	Curb Inlets Single	21.50	EA	\$ 4,400.89	\$ 94,608.77	19.35	\$ 85,147.89	2.15	\$ 9,460.88	21.50	\$ 94,608.77
302.MST2	12.20.225.010	70	Curb Inlets Double	6.29	EA	\$ 6,208.55	\$ 39,569.59	5.66	\$ 35,612.83	0.63	\$ 3,956.76	6.29	\$ 39,569.59
302.MST2	12.20.225.090	71	Grated Inlet Type C	2.10	EA	\$ 3,673.48	\$ 7,754.50	1.89	\$ 6,934.05	0.21	\$ 770.45	2.10	\$ 7,754.50
302.MST2	12.20.225.095	72	48" MH up to 10' deep	0.82	EA	\$ 4,067.48	\$ 3,335.07	0.13	\$ 531.14	0.68	\$ 2,772.51	0.82	\$ 3,335.07
302.MST2	12.20.225.079	73	48" MH 10-12' deep	1.05	EA	\$ 4,911.18	\$ 5,160.15	0.94	\$ 4,625.14	0.10	\$ 486.02	1.05	\$ 5,160.15
302.MST2	12.20.210.030	74	18" MES	1.06	EA	\$ 1,001.20	\$ 1,059.93	1.00	\$ 1,001.30	0.06	\$ 65.63	1.06	\$ 1,096.48
302.MST2	12.20.210.025	76	24" MES	1.06	EA	\$ 1,191.43	\$ 1,266.49	1.00	\$ 1,151.43	0.06	\$ 65.06	1.06	\$ 1,266.49
302.MST2	12.20.210.030	76	30" MES	2.82	EA	\$ 1,382.30	\$ 3,880.14	2.82	\$ 3,880.14	-	\$ -	2.82	\$ 3,880.14
302.MST2	12.20.210.035	77	36" MES	4.19	EA	\$ 1,770.63	\$ 7,427.20	3.78	\$ 6,694.48	0.42	\$ 742.72	4.19	\$ 7,427.20
302.MST2	12.20.210.055	78	48" MES	1.06	EA	\$ 6,174.82	\$ 6,475.32	0.94	\$ 5,817.79	0.10	\$ 647.53	1.06	\$ 6,475.32
302.MST2	12.20.225.085	79	Underdrain	1069.84	EA	\$ 25.82	\$ 27,618.05	0.00	\$ -	-	\$ -	-	\$ -
302.MST2	12.20.215.015	80	Modular Block Wall	2.50	EA	\$ 87,864.95	\$ 185,329.90	1.00	\$ 82,664.95	-	\$ -	1.00	\$ 82,664.95
302.MST2	12.20.215.015	81	Precast box culvert	63.00	LF	\$ 1,337.46	\$ 84,259.38	63.00	\$ 84,259.38	-	\$ -	63.00	\$ 84,259.38
302.MST2	12.20.215.015	82	4x10' Wildlife Crossing	65.00	LF	\$ 1,154.86	\$ 75,063.90	65.00	\$ 75,063.90	-	\$ -	65.00	\$ 75,063.90
302.MST2	12.20.215.015	83	Top Rap	72.00	TN	\$ 140.95	\$ 10,148.40	0.00	\$ -	-	\$ -	-	\$ -
302.MST2	12.20.215.018	84	Red Bicycle Hoisting	430.00	LF	\$ 50.00	\$ 21,500.00	0.00	\$ -	-	\$ -	-	\$ -
302.MST2	12.20.225.170	85	Control Structures	5.00	EA	\$ 6,244.56	\$ 31,222.80	4.80	\$ 28,190.87	-	\$ -	4.80	\$ 28,190.87
302.MST2	12.20.215.016	86	Drain existing 24" MES	1.00	EA	\$ 1,145.50	\$ 1,145.50	1.00	\$ 1,145.50	-	\$ -	1.00	\$ 1,145.50
302.MST2		87											
302.MST2		88	Storm Drainage				\$ 860,412.59						
302.MST2		89											
302.MST2		90	DW - Waterline Pipe				\$ 123,547.46						
302.MST2	12.30.310.090	91	DW-2" PVC Water Main		LF	\$ 5.97	\$ -	0.00	\$ -	-	\$ -	-	\$ -
302.MST2	12.30.310.095	92	DW-4" PVC Water Main		LF	\$ 9.45	\$ -	0.00	\$ -	-	\$ -	-	\$ -
302.MST2	12.30.310.100	93	DW-6" PVC Water Main		LF	\$ 17.81	\$ -	0.00	\$ -	-	\$ -	-	\$ -
302.MST2	12.30.310.105	94	DW-8" PVC Water Main		LF	\$ 23.01	\$ -	-	\$ -	-	\$ -	-	\$ -
302.MST2	12.30.310.115	95	DW-12" PVC Water Main	2446.00	LF	\$ 45.82	\$ 111,341.82	489.20	\$ 22,263.38	100.00	\$ 4,552.00	589.20	\$ 28,620.38
302.MST2	12.30.310.280	96	DW-Service Laterals		EA	\$ 887.16	\$ -	-	\$ -	-	\$ -	-	\$ -
302.MST2	12.30.310.335	97	Test & Chlorinate	2446.00	LF	\$ 4.99	\$ 12,205.54	0.00	\$ -	-	\$ -	-	\$ -
302.MST2		98											
302.MST2		99	DW-Valves & Fittings				\$ 29,886.34						
302.MST2	12.30.315.010	100	DW-4" Gate Valves		EA	\$ 797.47	\$ -	0.00	\$ -	\$ -	\$ -	-	\$ -
302.MST2	12.30.315.015	101	DW-6" Gate Valves		EA	\$ 972.90	\$ -	0.00	\$ -	\$ -	\$ -	-	\$ -
302.MST2	12.30.315.020	102	DW-8" Gate Valves		EA	\$ 1,352.07	\$ -	0.00	\$ -	\$ -	\$ -	-	\$ -
302.MST2	12.30.315.030	103	DW-12" Gate Valves	8.00	EA	\$ 2,483.32	\$ 19,866.56	0.00	\$ -	2.00	\$ 4,966.64	2.00	\$ 4,966.64
302.MST2		104					\$ -						
302.MST2		105	DW-Waterline Appurtenances				\$ 31,765.88						
302.MST2	12.30.320.010	106	DW-Fire Hydrants	0.29	EA	\$ 2,111.75	\$ 612.41	-	\$ -	\$ -	\$ -	-	\$ -
302.MST2	12.30.320.015	107	DW-2" Flushing Hydrant	2.67	EA	\$ 1,328.83	\$ 3,547.75	0.00	\$ -	\$ -	\$ -	-	\$ -
302.MST2		108											
302.MST2		109	Domestic Water				\$ 180,179.50						
302.MST2		110											
302.MST2		111	RW - Waterline Pipe				\$ 220,051.74						
302.MST2	12.35.360.090	112	RW-2" PVC Water Main		LF	\$ 6.43	\$ -	0.00	\$ -	\$ -	\$ -	-	\$ -
302.MST2	12.35.360.095	113	RW-4" PVC Water Main		LF	\$ 11.78	\$ -	0.00	\$ -	\$ -	\$ -	-	\$ -
302.MST2	12.35.360.100	114	RW-6" PVC Water Main		LF	\$ 18.81	\$ -	0.00	\$ -	\$ -	\$ -	-	\$ -
302.MST2	12.35.360.105	115	RW-8" PVC Water Main		LF	\$ 20.73	\$ -	-	\$ -	\$ -	\$ -	-	\$ -
302.MST2	12.35.360.110	116	RW-10" PVC Water Main	4.00	LF	\$ 62.10	\$ 248.40	4.00	\$ 248.40	-	\$ -	4.00	\$ 248.40
302.MST2	12.35.360.115	117	RW-12" PVC Water Main	2674.00	LF	\$ 73.79	\$ 197,256.68	694.80	\$ 50,927.29	100.00	\$ 7,379.00	869.80	\$ 73,406.29
302.MST2	12.35.360.175	118	RW-Service Laterals		EA	\$ 682.17	\$ -	0.00	\$ -	\$ -	\$ -	-	\$ -
302.MST2	12.35.360.210	119	RW - Testing	2674.00	LF	\$ 9.96	\$ 26,648.88	0.00	\$ -	\$ -	\$ -	-	\$ -
302.MST2		120											
302.MST2		121	RW-Valves & Fittings				\$ 17,968.35						
302.MST2	12.35.365.010	122	RW-4" Gate Valves		EA	\$ 827.33	\$ -						

Job	Cost	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	R/W-5" Gate Valves		EA	\$ 1,677.57	\$ -	0.00	\$ -		\$ -		\$ -
302.MST2	12.35.365.030	124	R/W-12" Gate Valves	7.00	EA	\$ 2,461.18	\$ 17,365.26	2.00	\$ 4,962.36		\$ -	2.00	\$ 4,962.36
302.MST2		125											
302.MST2		126	Reclaimed Water				\$ 217,430.00						
302.MST2		127											
302.MST2		128	Pavement				\$ 245,817.28						
302.MST2	12.40.410.020	129	Subgrade Pres. - 12" Stabilized Subgrade	39712.00	SY	\$ 6.19	\$ 245,817.28	0.00	\$ -	7,000.00	\$ 43,330.00	7,000.00	\$ 43,330.00
302.MST2		130											
302.MST2		131	Pavement - Asphalt				\$ 215,411.33						
302.MST2	12.40.415.010	132	1" Asphalt (Final Lft)	20348.00	SY	\$ 5.71	\$ 116,187.08	0.00	\$ -		\$ -		\$ -
302.MST2	12.40.415.015	133	1.5" Asphalt (Final Lft)	9257.00	SY	\$ 4.00	\$ 37,028.00		\$ -		\$ -		\$ -
302.MST2	12.40.415.020	134	Prime	44363.00	SY	\$ 0.55	\$ 24,399.65	0.00	\$ -		\$ -		\$ -
302.MST2		135											
302.MST2		136	Pavement - Aggregate Base				\$ 364,361.90						
	12.40.425.015		6" Aggregate Base	20348.00	SY	\$ 11.60	\$ 237,868.12	0.00	\$ -	2,202.00	\$ 25,741.38	2,202.00	\$ 25,741.38
	12.40.425.025		6" Aggregate Base	9957.00	SY	\$ 19.54	\$ 194,693.78	0.00	\$ -	2,358.00	\$ 46,277.32	2,358.00	\$ 46,277.32
			Curb and Gutter				\$ 261,531.66						
	12.40.435.005		Micro Curb and Gutter	15555.00	LF	\$ 11.00	\$ 171,105.00		\$ -	1,776.00	\$ 19,536.00	1,776.00	\$ 19,536.00
	12.40.435.010		18" Standard Curb and Gutter	6202.00	LF	\$ 11.73	\$ 72,758.46		\$ -	1,321.00	\$ 15,495.33	1,321.00	\$ 15,495.33
	12.40.435.015		Trench Header Curb	320.00	LF	\$ 11.58	\$ 3,693.20		\$ -		\$ -		\$ -
	12.40.435.015		RA Curb	345.00	LF	\$ 21.00	\$ 7,245.00		\$ -		\$ -		\$ -
			Sidewalks				\$ 108,491.04						
	12.40.440.010		5' Sidewalk		SY	\$ 36.34	\$ -		\$ -		\$ -		\$ -
	12.40.440.025		Add salt finish to sidewalk		SY		\$ 0.00		\$ -		\$ -		\$ -
	12.40.440.015		Asphalt Multi-Use Trail	3694.00	SY	\$ 29.61	\$ 108,491.04	0.00	\$ -		\$ -		\$ -
			Decorative Concrete				\$ 59,583.50						
	12.40.445.020		Pavers - Grasswalks / Entries w/comp	5306.00	SY	\$ 12.53	\$ 66,475.98	0.00	\$ -		\$ -		\$ -
	12.40.445.025		ADA Pavers - HC Ramp	612.00	SY	\$ 28.48	\$ 17,417.52	0.00	\$ -		\$ -		\$ -
			Street Signage, Striping & Facilities				\$ 61,489.68						
	12.40.460.030		Pavement Markings	1.00	LS	\$ 61,489.68	\$ 61,489.68	0.00	\$ -		\$ -		\$ -
	12.40.460.040		Steeing for Utilities and CDD		TMNTE								
			Street Improvements				\$ 1,308,912.21						
							\$ 1,850,275.60						
			RETENTION 10%				\$ 325,027.56						
			TOTAL INVOICE				\$ 3,555,248.54						
								TOTALS	\$ 1,818,231.26	TOTALS	\$ 261,918.18	TOTALS	\$ 2,118,144.97
								RETENTION	\$ 181,823.11	RETENTION	\$ 20,991.82	RETENTION	\$ 211,814.43
								TOTAL INV.	\$ 1,734,607.86	TOTAL INV.	\$ 189,921.85	TOTAL INV.	\$ 1,956,329.94

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: 12-12-19

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

Contract ID: 2045
Project: 302
Contractor: Vallencourt Construction Co., Inc

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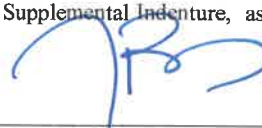
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**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

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 ZE-CDD

APPLICATION NO: 6130-4

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 12/17/19

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		-	-

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: NOBO

Date:

12-18-19

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.....	\$	1,875,280.57
(Line 3 less Line 6)		

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: FOJ

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@Freeholdnm.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/NTS line items please enter percent complete as a fraction of 1, i.e. 50% would be .5. Where services are billed on a TM/NTS basis, please attach an accounting of the personnel providing services, hours worked, and material expenses incurred. All invoices shall be submitted to: accounting@freeholdnm.com

Contractor: Valencourt Construction
Project: Shearwater 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			F Total Previous Billing		G Current Billing		H 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	\$ 3,636.68	-	-	0.25	\$ 3,636.68
	12.01.015.020		Site Contractor - Band	1.00	\$ 14,344.90	\$ 14,344.90	0.67	\$ 8,176.59	-	-	0.67	\$ 8,176.59
			Site Contractor - Asphalts	1.00	\$ 7,022.52	\$ 7,022.52	-	-	-	-	-	-
	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	\$ 2.79	\$ 226,565.78	80,965.00	\$ 226,565.78	-	-	80,965.00	\$ 226,565.78
	12.01.040.035		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	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	1,809.57	\$ 0.99	\$ 1,791.48	1,000.00	\$ 990.00	-	-	1,000.00	\$ 990.00
	12.01.065.020		Sod on poor banks	15,250.00	\$ 2.95	\$ 44,987.50			-	-		
	12.01.065.030		RCW Sod Strip	1,078.00	\$ 3.88	\$ 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		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	\$ 186.04	\$ 5,170.95			-	-		
			NIDES 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	\$ 3,356.82	-	-	0.50	\$ 3,356.82
			Site Preparation and Grading						-	-		
	12.10.110.090		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"						-	-		
			Drain 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" Force Main	1,720.00	\$ 18.28	\$ 31,441.60			-	-		
	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	15.44	\$ 1,309.89	61.77	\$ 5,238.55	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	23.18	1,800.49	82.65	7,601.95	115.81	9,502.44	
	12.20.210.120		24" RCP Storm Drain	122.25		120.89	24.45	2,955.62	38.00	4,593.72	122.25	14,778.99	
	12.20.210.115		42" RCP Storm Drain	19.30		96.82		1,868.74			19.30	1,868.74	
	12.20.210.125		36" RCP Storm Drain	12.87		192.75		2,510.40			12.87	2,510.40	
	12.20.210.350		48" RCP Storm Drain	45.04		198.48		8,948.00			45.04	8,948.00	
	12.20.210.355		15" HDPE Storm Drain	164.55		43.82	30.21	1,319.30	35.00	6,875.83	164.55	10,194.13	
	12.20.210.360		15" HDPE Storm Drain	225.19		62.25	14,017.49	45.04	2,808.50		45.04	2,808.50	
	12.20.210.365		24" HDPE Storm Drain	225.00		72.76	16,442.62	45.20	3,288.52	164.00	11,832.04	209.20	15,220.56
	12.20.210.370		30" HDPE Storm Drain	104.55		71.85	7,512.15	20.91	1,502.43	63.00	3,809.05	73.91	5,310.48
	12.20.210.380		36" HDPE Storm Drain	225.19		110.94	24,983.27	45.04	4,998.55	164.00	18,194.54	209.04	23,181.48
	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	8,957.04						
	12.20.225.005		Storm Drain Concrete Structures										
	12.20.225.010		Curb Inlets Single	6.03		4,765.57	36,745.54	1.21	5,749.11	2.00	9,531.15	3.21	15,280.86
	12.20.225.050		Curb Inlets Double	2.81		8,064.50	22,700.70	0.56	4,540.14	2.00	16,128.99	2.56	20,669.13
	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		8,160.32	3,293.80	0.08	658.76			0.08	658.76
	12.20.210.025		48" MH 12-14' deep	0.40		10,650.56	4,262.88	0.08	856.50			0.08	856.50
	12.20.210.035		36" MES	0.80		1,214.35	914.65						
	12.20.225.085		48" MES	0.80		1,951.70	1,569.67						
	12.20.225.170		Underdrain	337.26		4,652.82	3,742.06						
			Control Structures	1.21		8,511.56	10,026.93			1.00	8,511.56	1.00	8,511.56
			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 & Chlorinate	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	15,950.55						
	12.30.320.010		DW-Waterline Appurtenances										
	12.30.320.015		DW-Fire Hydrants	2.41		2,661.72	6,226.69						
			DW-2" Flushing Hydrant	1.21		1,616.85	1,954.17						
			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		5.06	9,990.00						
	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	8.00		2,266.75	13,604.50						
			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
	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	\$ 6.87	\$ 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				-	-	-	-	-	-
			8" Sidewalk	85.66	\$ 81.06	\$ 6,925.35	-	-	-	-	-	-
	12.40.445.025		Decorative Concrete				-	-	-	-	-	-
			ADA Pavers - HC Ramps	70.00	\$ 56.80	\$ 3,982.66	-	-	-	-	-	-
	12.40.460.030		Street Signage, Striping & Facilities				-	-	-	-	-	-
			Pavement Markings	1.00	\$ 10,103.37	\$ 10,103.37	-	-	-	-	-	-
			Street Improvements				-	-	-	-	-	-
			PHASE 2E-3				-	-	-	-	-	-
	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	-	-	0.25	\$ 1,881.60
	12.01.015.015		Site Contractor - Survey	1.00	\$ 7,022.52	\$ 7,022.52	0.25	\$ 1,755.63	-	-	0.25	\$ 1,755.63
	12.01.015.020		Site Contractor - Bond	1.00	\$ 4,164.64	\$ 4,164.64	-	-	-	-	-	-
			Site Contractor - Asphalts	1.00	\$ 3,511.28	\$ 3,511.28	-	-	-	-	-	-
	12.01.025.005		Grading Preparation				-	-	-	-	-	-
			Cleaning & Grub	3.66	\$ 5,070.70	\$ 20,365.21	3.66	\$ 20,365.21	-	-	3.66	\$ 20,365.21
	12.01.040.010		Earthwork				-	-	-	-	-	-
	12.01.040.010		Mass Grading (Cut)	79,463.00	\$ 2.72	\$ 216,523.86	65,097.00	\$ 177,334.21	-	-	65,097.00	\$ 177,334.21
	12.01.040.055		Mass Grading (Fill)				-	-	-	-	-	-
			Topsoil Strip and Respread	4,006.80	\$ 4.98	\$ 19,973.73	4,006.80	\$ 19,973.73	-	-	4,006.80	\$ 19,973.73
	12.01.050.010		Finish Grading				-	-	-	-	-	-
	12.01.050.025		Finish Grading Streets	49,600.00	\$ 0.80	\$ 20,700.00	-	-	-	-	-	-
			Finish Grading Other - Inc Lots				-	-	-	-	-	-
	12.01.065.005		Erosion Control				-	-	-	-	-	-
	12.01.065.015		Silt Fence Material	854.68	\$ 1.04	\$ 820.67	500.00	\$ 520.00	-	-	500.00	\$ 520.00
	12.01.065.020		Seed on pond banks	4,750.00	\$ 2.95	\$ 14,012.50	-	-	-	-	-	-
	12.01.065.030		ROW Red Strip	650.00	\$ 3.88	\$ 2,509.00	-	-	-	-	-	-
	12.01.065.035		Silt Fence	854.68	\$ 0.97	\$ 828.14	854.68	\$ 828.14	-	-	854.68	\$ 828.14
	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	\$ 189.00	\$ 2,079.00	-	-	-	-	-	-
			NPDES Monitoring	1.00	\$ 4,819.97	\$ 4,819.97	-	-	-	-	-	-
	12.01.070.055		Earthwork - Misc.				-	-	-	-	-	-
			Construction Entrance	1.00	\$ 8,713.64	\$ 8,713.64	-	-	-	-	-	-
			Site Preparation and Grading				-	-	-	-	-	-
	12.10.110.090		Sanitary Sewer Pipe				-	-	-	-	-	-
	12.10.110.100		8" PVC Sewer Man				-	-	-	-	-	-
			6" PVC Lateral				-	-	-	-	-	-
	12.10.115.030		Sanitary Sewer Manholes				-	-	-	-	-	-
	12.10.115.205		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 - mhp				-	\$ -	-	-	-	-
	12.10.130.050		4" Foreman			\$ -	-	-	-	-	-	-
	12.10.120.035		Sewer - Testing & Acceptance			\$ -	-	-	-	-	-	-
			ARV with Manhole			\$ -	-	-	-	-	-	-
			Sanitary Sewer				-	-	-	-	-	-
	12.20.210.055		Storm Drain Pipe				-	-	-	-	-	-
	12.20.210.100		15" RCP Storm Drain	36.00	\$ 80.47	\$ 3,106.36	7.72	\$ 621.28	30.88	\$ 2,485.11	38.60	\$ 3,106.36
	12.20.210.105		18" RCP Storm Drain	12.07	\$ 94.85	\$ 1,225.54	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	\$ 329.48	-	-	3.22	\$ 329.48
	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	\$ 70.86	\$ 7,387.73	-	-	-	-	-	-
	12.20.210.370		30" HDPE Storm Drain	72.36	\$ 87.43	\$ 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	-	-	-	-	-	-
	12.20.225.055		Storm Drain Concrete Structures				-	-	-	-	-	-
	12.20.225.010		Curb Inlets Single	2.01	\$ 4,355.90	\$ 8,754.32	0.40	\$ 1,751.66	-	-	0.40	\$ 1,751.66
	12.20.225.065		Curb Inlets Double	1.21	\$ 7,832.30	\$ 9,207.59	0.24	\$ 1,841.52	-	-	0.24	\$ 1,841.52
	12.20.225.070		48" MH up to 10' deep	0.40	\$ 4,303.34	\$ 1,730.49	0.08	\$ 346.10	-	-	0.08	\$ 346.10
	12.20.225.075		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	\$ 3,846.86	-	-	-	-	-	-
			Control Structures				-	-	-	-	-	-
			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			\$ -	-	-	-	-	-	-
	12.30.310.250		DW-10" PVC Water Main	820.00	\$ 36.80	\$ 30,172.80	-	-	-	-	-	-
	12.30.310.335		DW-Service Laterals			\$ -	-	-	-	-	-	-
			Test & Chlorinate	820.00	\$ 5.00	\$ 4,100.00	-	-	-	-	-	-
	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			\$ -	-	-	-	-	-	-
	12.30.320.010		DW-Waterline Appurtenances				-	-	-	-	-	-
	12.30.320.015		DW-Fire Hydrants	0.80	\$ 2,581.72	\$ 2,078.38	-	-	-	-	-	-
			DW-2" Flushing Hydrant	0.40	\$ 1,619.86	\$ 651.30	-	-	-	-	-	-
			Domestic Water				-	-	-	-	-	-
	12.35.360.090		RW - Waterline Pipe				-	-	-	-	-	-
	12.35.360.095		RW-2" PVC Water Main			\$ -	-	-	-	-	-	-
	12.35.360.100		RW-4" PVC Water Main			\$ -	-	-	-	-	-	-
	12.35.360.105		RW-6" PVC Water Main			\$ -	-	-	-	-	-	-
	12.35.360.110		RW-8" PVC Water Main			\$ -	-	-	-	-	-	-
			RW-10" PVC Water Main	740.00	\$ 31.23	\$ 23,111.53	-	-	-	-	-	-
	12.35.360.210		RW-Service Laterals			\$ -	-	-	-	-	-	-
			RW - Testing	740.00	\$ 8.05	\$ 5,957.00	-	-	-	-	-	-

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			\$ -	-	\$ -	-	-	-	\$ -
	12.35.365.030		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				-	\$ -	-	-	-	\$ -
	12.40.415.030		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				-	\$ -	-	-	-	\$ -
			Manti Curb and Gutter	4.025.00	\$ 11.54	\$ 46,448.50	-	\$ -	-	-	-	\$ -
	12.40.440.010		Sidewalks				-	\$ -	-	-	-	\$ -
			5' Sidewalk	106.33	\$ 60.99	\$ 6,467.63	-	\$ -	-	-	-	\$ -
	12.40.445.025		Decorative Concrete				-	\$ -	-	-	-	\$ -
			ADA Pavers - H.C. 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	\$ 11,093.13	RETENTION	\$ 79,795.60
			TOTAL INVOICE			\$ 2,163,105.87	TOTAL INV.	\$ 620,922.24	TOTAL INV.	\$ 99,798.16	TOTAL INV.	\$ 718,160.40

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 ADBT 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 through 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 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

Vallencourt Construction
449 Center St
Green Cove Springs, FL 32043

DATE

03/18/2020

AMOUNT

\$887,219.83

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE

**PAY TO
THE
ORDER**

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 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.

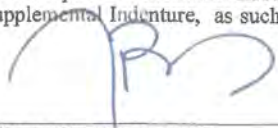
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**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): TRONT CREEK CDD
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

Period to: 1/31/20

ARCHITECT'S

PROJECT NO:

CONTRACT DATE:

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

VIA (ARCHITECT):

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
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	

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

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	55,776.59
b. 10% of Stored Material	
Total Retainage	55,776.59
6. TOTAL EARNED LESS RETAINAGE	1,059,255.24
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..	1,028,109.92
8. CURRENT PAYMENT DUE	31,645.32
9. BALANCE TO FINISH, PLUS RETAINAGE	955,312.59

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: SON 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:

By:

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

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

G702-1983

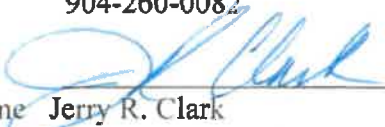
WAIVER AND RELEASE OF LIEN OR BOND
UPON PROGRESS PAYMENT

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.

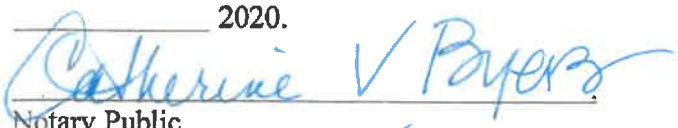
DATED on January 31, 2020

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.

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: APPLICATION DATE: PERIOD TO: ARHITECTS PROJECT NO:		EIGHT 1/31/20 1/31/2020			
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	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00		
		\$4,700.00	\$4,700.00	\$0.00	\$0.00	\$4,700.00	100.00%	\$0.00	\$235.00		
TREES TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00		
		\$394,870.70	\$394,870.70	\$0.00	\$0.00	\$394,870.70	100.00%	\$0.00	\$19,743.54		
SHRUBS TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00		
		\$62,117.40	\$62,117.40	\$0.00	\$0.00	\$62,117.40	100.00%	\$0.00	\$3,105.87		
GROUNDCOVERS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00		
		\$346,068.86	\$312,758.00	\$33,310.86	\$0.00	\$346,068.86	100.00%	\$0.00	\$17,303.44		
IRRIGATION		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00		
		\$284,000.00	\$284,000.00	\$0.00	\$0.00	\$284,000.00	100.00%	\$0.00	\$14,200.00		
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00		
8/27/19	C.O. # 1- Landscape & Irrigation Changes	\$23,774.87	\$23,774.87	\$0.00	\$0.00	\$23,774.87	100.00%	\$0.00	\$1,188.74		
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00		
11/6/19	C.O. # 2- Shearwater 2 D- LANDSCAPE	\$702,556.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$702,556.00	\$0.00		
C.O. # 2- Shearwater 2 D- IRRIGATION		\$196,980.00	\$0.00	\$0.00	\$0.00	\$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		
		\$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	\$1,082,220.97	\$33,310.86	\$0.00	\$1,115,531.83	55.36%	\$899,538.00	\$55,776.59		

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: SHEARWATER PH. 2-C

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

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

VIA (ARCHITECT):

APPLICATION NO: RETENTION

Period to: 1/31/20

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

ARCHITECT'S
 PROJECT NO:
 CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
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	

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

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 \$ 55,776.59

(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

**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.

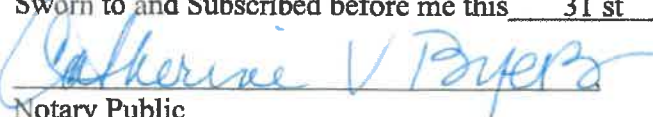
DATED on January 31, 2020

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: APPLICATION DATE: PERIOD TO: ARCHITECTS PROJECT NO:	RETENTION 1/31/20 1/31/2020		
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D 'WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETENTION	
Cost Code									5 %	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	
	OTHER TOTAL	\$4,700.00	\$4,700.00	\$0.00	\$0.00	\$4,700.00	100.00%	\$0.00	\$235.00	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00	
	TREES TOTAL	\$394,870.70	\$394,870.70	\$0.00	\$0.00	\$394,870.70	100.00%	\$0.00	\$19,743.54	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00	
	SHRUBS TOTAL	\$62,117.40	\$62,117.40	\$0.00	\$0.00	\$62,117.40	100.00%	\$0.00	\$3,105.87	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00	
	GROUNDCOVERS	\$346,068.86	\$346,068.86	\$0.00	\$0.00	\$346,068.86	100.00%	\$0.00	\$17,303.44	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00	
	IRRIGATION	\$284,000.00	\$284,000.00	\$0.00	\$0.00	\$284,000.00	100.00%	\$0.00	\$14,200.00	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00	
8/27/19	C.O. # 1- Landscape & Irrigation Changes	\$23,774.87	\$23,774.87	\$0.00	\$0.00	\$23,774.87	100.00%	\$0.00	\$1,188.74	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	ERR	\$0.00	\$0.00	
11/6/19	C.O. # 2- Shearwater 2 D- LANDSCAPE	\$702,556.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$702,556.00	\$0.00	
	C.O. # 2- Shearwater 2 D- IRRIGATION	\$196,980.00	\$0.00	\$0.00	\$0.00	\$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	
		\$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

CHANGE ORDER SUMMARY

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

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: ABO

Date:

1-22-20

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

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)		

State of: FLORIDA

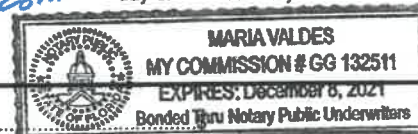
County of: CLAY

Subscribed and sworn to before me this

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

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

ARCHITECT:

By:

Date:

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:

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 timing period shall be a calendar month.

Payment Schedule

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

A	B	C	D	E	F	G	H	I	J	K	L	M	N
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		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	\$ 568.43	\$ -	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	6.00	EA	\$ 6,304.99	\$ 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	Amount
302.MST2		58					\$ 181,410.90		\$ -				\$ -
302.MST2		59	Storm Drain Pipe				\$ 4,394.25		\$ 4,394.25		\$ -		\$ 4,394.25
302.MST2	12.20.210.095	60	15" RCP Storm Drain	81.00	LF	\$ 54.25	\$ 4,394.25	81.00	\$ 4,394.25	-	\$ -	81.00	\$ 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	-	\$ -	299.00	\$ 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	-	\$ -	150.00	\$ 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	-	\$ -	55.00	\$ 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	-	\$ -	500.00	\$ 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	-	\$ -	187.00	\$ 38,596.80
302.MST2	12.20.210.350	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	-	\$ -	230.00	\$ 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	-	\$ -	41.00	\$ 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	-	\$ -	1,543.00	\$ 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	-	\$ -	10.00	\$ 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	-	\$ -	1.00	\$ 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	-	\$ -	1.00	\$ 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	-	\$ -	1.00	\$ 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	-	\$ -	4.00	\$ 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	-	\$ -	1.00	\$ 5,842.66
302.MST2	12.20.225.085	90	Underdrain	400.00	EA	\$ 25.82	\$ 10,328.00	400.00	\$ 10,328.00	-	\$ -	400.00	\$ 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	-	\$ -	3.00	\$ 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	-	\$ -	124.00	\$ 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	-	\$ -	2,087.00	\$ 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	-	\$ -	5,870.63	\$ 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	-	\$ -	3.00	\$ 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	-	\$ -	6.00	\$ 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	-	\$ -	9.44	\$ 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	-	\$ -	5.66	\$ 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	-	\$ -	182.00	\$ 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	-	\$ -	1,192.00	\$ 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		\$ -		\$ -		\$ -
							\$ 263,071.56		\$ -		\$ -		\$ -
			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
							\$ 252,313.16		\$ -		\$ -		\$ -
			Pavement - Asphalt				\$ 152,615.06		\$ -		\$ -		\$ -
12.40.415.010			1" Asphalt (First Lift)	26708.00	SY	\$ 5.71	\$ 152,615.06	26708.00	\$ 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
							\$ 441,813.59		\$ -		\$ -		\$ -
			Pavement - Aggregate Base				\$ 312,154.55		\$ -		\$ -		\$ -
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
							\$ 319,281.42		\$ -		\$ -		\$ -
			Curb and Gutter				\$ 166,292.50		\$ -		\$ -		\$ -
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
							\$ 288,141.39		\$ -		\$ -		\$ -
			Sidewalks				\$ 68,038.32		\$ -		\$ -		\$ -
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 Multiuse Trail	5300.00	SY	\$ 29.61	\$ 156,925.65	5300.00	\$ 156,925.65	-	\$ -	\$ 5,300.00	\$ 156,925.65
							\$ 31,372.84		\$ -		\$ -		\$ -
			Decorative Concrete				\$ 14,212.80		\$ -		\$ -		\$ -
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
							\$ 51,489.60		\$ -		\$ -		\$ -
			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
				0.00			\$ -	0.00	\$ -	-	\$ -	\$ -	\$ -
			Street Improvements				\$ 1,647,483.56		\$ -		\$ -		\$ -
			TOTAL				\$ 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	551.4018	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	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	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 ADB 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, MA 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

CHANGE ORDER SUMMARY

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

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:

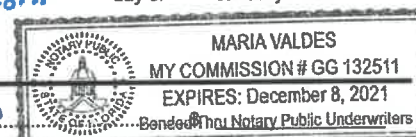
By: ADB Date: 1-28-20

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

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)	

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:

By: [Signature] Date: 2/8/20

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 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
Job	Cost Code	No.	Service	Quantity	Unit	Unit Price	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	\$ 4,547.00	\$ 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	\$ 184.75	\$ 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				\$ 369,574.20						
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	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		\$ -	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		\$ -	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		\$ -	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		\$ -	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		\$ -	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		\$ -	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		\$ -	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		\$ -	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		\$ -	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		\$ -	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		\$ -	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		\$ -	2,000.00	\$ 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		\$ -	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		\$ -	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		\$ -	2.10	\$ 7,704.50
302.MST2	12.20.225.065	72	48" MH up to 10' deep	6.82	EA	\$ 4,087.45	\$ 27,725.07	6.82	\$ 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		\$ -	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		\$ -	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		\$ -	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		\$ -	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		\$ -	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		\$ -	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	1.20	\$ 99,197.94
302.MST2	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.MST2	12.20.215.015	82	4'x10' Wildlife Crossing	65.00	LF	\$ 1,154.86	\$ 75,065.90	65.00	\$ 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		\$ -	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		\$ -	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	1,673.20	\$ 76,164.08
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	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	4.00	\$ 9,933.28
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		\$ -	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	1,574.80	\$ 116,204.49
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	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	R/W-8" Gate Valves		EA	\$ 1,677.87	\$ -	0.00	\$ -		\$ -		\$ -
302.MST2	12.35.365.030	124	R/W-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											
302.MST2		128	Pavement				\$ 245,817.28						
302.MST2	12.40.410.020	129	Subgrade Prep. - 12" Stabilized Subgrade	39712.00	SY	\$ 6.19	\$ 245,817.28	7000.00	\$ 43,330.00	20,000.00	\$ 123,800.00	\$ 27,000.00	\$ 167,130.00
302.MST2		130											
302.MST2		131	Pavement - Asphalt				\$ 215,437.23						
302.MST2	12.40.415.010	132	1" Asphalt (First Lift)	20348.00	SY	\$ 5.71	\$ 116,187.08	0.00	\$ -		\$ -	\$ -	\$ -
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											
302.MST2		136	Pavement - Aggregate Base				\$ 364,561.90						
	12.40.425.015		6" Aggregate Base	20348.00	SY	\$ 11.69	\$ 237,868.12	2202.00	\$ 25,741.38	9,000.00	\$ 105,210.00	\$ 11,202.00	\$ 130,951.38
	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
			Curb and Gutter				\$ 261,521.66						
	12.40.435.005		Miami Curb and Gutter	15855.00	LF	\$ 11.00	\$ 174,405.00	\$ 1,776.00	\$ 19,536.00	10,500.00	\$ 115,500.00	\$ 12,276.00	\$ 135,036.00
	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	\$ 21.00	\$ 7,245.00	0.00	\$ -		\$ -	\$ -	\$ -
			Sidewalks				\$ 108,491.04						
	12.40.440.010		5' Sidewalk		SY	\$ 36.94	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
	12.40.440.025		Add salt finish to sidewalk		SY			0.00	\$ -		\$ -	\$ -	\$ -
	12.40.440.015		Asphalt Multiuse Trail	3664.00	SY	\$ 29.61	\$ 108,491.04	0.00	\$ -		\$ -	\$ -	\$ -
			Decorative Concrete				\$ 59,593.50						
	12.40.445.020		Pavers - Crosswalks / Entries w/conc	3366.00	SY	\$ 12.53	\$ 42,175.98	0.00	\$ -		\$ -	\$ -	\$ -
	12.40.445.025		ADA Pavers - HC Ramps	612.00	SY	\$ 28.46	\$ 17,417.52	0.00	\$ -		\$ -	\$ -	\$ -
			Street Signage, Striping & Facilities				\$ 51,489.60						
	12.40.460.030		Pavement Markings	1.00	LS	\$ 51,489.60	\$ 51,489.60	0.00	\$ -		\$ -	\$ -	\$ -
	12.40.460.080		Sleeving for Utilities and CDD		TM/NTE								
			Street Improvements				\$ 1,306,912.21						
							\$ 3,950,275.60	TOTALS	\$ 2,118,144.27	TOTALS	\$ 539,666.89	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 through 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

CHANGE ORDER SUMMARY

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

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.

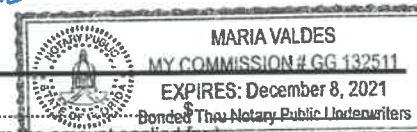
CONTRACTOR:

By: [Signature] Date: 1-28-20

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

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

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	B	C	D	E	G	H	I	J	K	L	M	N
Job	Cost Code	No.	Service	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	0.20	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 - Asbusts	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
	12.20.210.105		18" RCP Storm Drain	115.81	\$ 82.05	\$ 9,502.44	115.81	\$ 9,502.44		-	115.81	\$ 9,502.44
	12.20.210.120		24" RCP Storm Drain	122.25	\$ 120.89	\$ 14,778.09	62.45	\$ 7,549.34	47.57	5,750.95	110.02	\$ 13,300.29
	12.20.210.115		42" RCP Storm Drain	19.30	\$ 99.82	\$ 1,926.74	3.86	\$ 385.35	13.51	1,348.72	17.37	\$ 1,734.06
	12.20.210.125		36" RCP Storm Drain	12.87	\$ 199.75	\$ 2,570.40	2.57	\$ 514.08	9.01	1,799.28	11.58	\$ 2,313.36
	12.20.210.350		48" RCP Storm Drain	45.04	\$ 196.46	\$ 8,848.00	44.01	\$ 8,645.52		-	44.01	\$ 8,645.52
	12.20.210.355		15" HDPE Storm Drain	104.55	\$ 43.82	\$ 4,581.52	20.91	\$ 916.30	73.19	3,207.06	94.10	\$ 4,123.37
	12.20.210.360		18" HDPE Storm Drain	225.19	\$ 62.25	\$ 14,017.49	45.04	\$ 2,803.50	157.63	9,812.24	202.67	\$ 12,615.74
	12.20.210.365		24" HDPE Storm Drain	226.00	\$ 72.76	\$ 16,442.62	209.20	\$ 15,220.58		-	209.20	\$ 15,220.58
	12.20.210.370		30" HDPE Storm Drain	104.55	\$ 71.85	\$ 7,512.15	73.91	\$ 5,310.48	20.19	1,450.45	94.10	\$ 6,760.93
	12.20.210.380		36" HDPE Storm Drain	225.19	\$ 110.94	\$ 24,983.27	209.04	\$ 23,191.19		-	209.04	\$ 23,191.19
	12.20.210.410		48" HDPE Storm Drain	144.77	\$ 162.30	\$ 23,494.79	100.00	\$ 16,229.50	30.29	4,915.81	130.29	\$ 21,145.31
			Storm Drain Testing and Accept	1,418.71	\$ 6.31	\$ 8,952.04	-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
	12.20.225.005		Storm Drain Concrete Structures									
	12.20.225.010		Curb Inlets Single	6.03	\$ 4,765.57	\$ 28,745.54	3.21	\$ 15,280.26	2.22	10,590.73	5.43	\$ 25,870.99
	12.20.225.065		Curb Inlets Double	2.81	\$ 8,064.50	\$ 22,700.70	2.56	\$ 20,669.13		-	2.56	\$ 20,669.13
	12.20.225.070		48" MH up to 10' deep	0.80	\$ 4,730.44	\$ 3,804.48	0.16	\$ 760.90	0.56	2,663.13	0.72	\$ 3,424.03
	12.20.225.075		48" MH 10-12' deep	0.40	\$ 8,190.92	\$ 3,293.80	0.08	\$ 658.76	0.28	2,305.66	0.36	\$ 2,964.42
	12.20.210.025		48" MH 12-14' deep	0.40	\$ 10,650.56	\$ 4,262.88	0.08	\$ 856.58	0.28	2,998.02	0.36	\$ 3,854.80
	12.20.210.035		24" MES	0.80	\$ 1,214.35	\$ 976.65	-	\$ -	0.72	878.98	0.72	\$ 878.98
			36" MES	0.80	\$ 1,951.70	\$ 1,569.67	-	\$ -	0.72	1,412.70	0.72	\$ 1,412.70
			48" MES	0.80	\$ 4,652.82	\$ 3,742.06	-	\$ -	0.72	3,367.85	0.72	\$ 3,367.85
	12.20.225.085		Underdrain	337.79	\$ 26.87	\$ 9,076.34	-	\$ -		-	-	\$ -
	12.20.225.170		Control Structures	1.21	\$ 8,311.56	\$ 10,026.93	1.00	\$ 8,311.56		-	1.00	\$ 8,311.56
							-	\$ -	-	-	-	\$ -
			Storm Drainage				-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
	12.30.310.090		D/W - Waterline Pipe				-	\$ -	-	-	-	\$ -
	12.30.310.095		D/W-2" PVC Water Main			\$ -	-	\$ -	-	-	-	\$ -
	12.30.310.100		D/W-4" PVC Water Main			\$ -	-	\$ -	-	-	-	\$ -
	12.30.310.105		D/W-6" PVC Water Main			\$ -	-	\$ -	-	-	-	\$ -
	12.30.310.110		D/W-8" PVC Water Main			\$ -	-	\$ -	-	-	-	\$ -
	12.30.310.290		D/W-10" PVC Water Main	1,940.00	\$ 37.54	\$ 72,821.74	-	\$ -	1,000.00	37,536.98	1,000.00	\$ 37,536.98
	12.30.310.335		D/W-Service Laterals			\$ -	-	\$ -	-	-	-	\$ -
			Test & Chlorinate	1,940.00	\$ 5.00	\$ 9,700.00	-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
	12.30.315.010		D/W-Valves & Fittings			\$ -	-	\$ -	-	-	-	\$ -
	12.30.315.015		D/W-4" Gate Valves			\$ -	-	\$ -	-	-	-	\$ -
	12.30.315.020		D/W-6" Gate Valves			\$ -	-	\$ -	-	-	-	\$ -
	12.30.315.025		D/W-8" Gate Valves			\$ -	-	\$ -	-	-	-	\$ -
			D/W-10" Gate Valves	7.00	\$ 2,278.65	\$ 15,950.55	-	\$ -	2.00	4,557.30	2.00	\$ 4,557.30
							-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
	12.30.320.010		D/W-Waterline Appurtenances				-	\$ -	-	-	-	\$ -
	12.30.320.015		D/W-Fire Hydrants	2.41	\$ 2,581.72	\$ 6,229.09	-	\$ -	-	-	-	\$ -
			D/W-2" Flushing Hydrant	1.21	\$ 1,619.88	\$ 1,954.17	-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
			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	1,800.00	\$ 37.78	\$ 68,011.10	-	\$ -	1,000.00	37,783.94	1,000.00	\$ 37,783.94
	12.35.360.210		R/W-Service Laterals			\$ -	-	\$ -	-	-	-	\$ -
			R/W - Testing	1,800.00	\$ 5.05	\$ 9,090.00	-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
	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	6.00	\$ 2,265.75	\$ 13,594.50	-	\$ -	2.00	-	-	\$ -
							-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
			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
	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 Mainlain	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		\$ 0.36	\$ -	-	\$ -		-	-	\$ -
	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									
	12.30.310.090		D/W - Waterline Pipe									
	12.30.310.095		D/W-2" PVC Water Main			\$ -	-	\$ -	-	\$ -	-	\$ -
	12.30.310.100		D/W-4" PVC Water Main			\$ -	-	\$ -	-	\$ -	-	\$ -
	12.30.310.105		D/W-6" PVC Water Main			\$ -	-	\$ -	-	\$ -	-	\$ -
	12.30.310.110		D/W-8" PVC Water Main			\$ -	-	\$ -	-	\$ -	-	\$ -
	12.30.310.290		D/W-10" PVC Water Main	820.00	\$ 36.80	\$ 30,172.86	-	\$ -	-	\$ -	-	\$ -
	12.30.310.335		D/W-Service Laterals			\$ -	-	\$ -	-	\$ -	-	\$ -
			Test & Chlorinate	820.00	\$ 5.00	\$ 4,100.00	-	\$ -	-	\$ -	-	\$ -
	12.30.315.010		D/W-Valves & Fittings									
	12.30.315.015		D/W-4" Gate Valves			\$ -	-	\$ -	-	\$ -	-	\$ -
	12.30.315.020		D/W-6" Gate Valves			\$ -	-	\$ -	-	\$ -	-	\$ -
	12.30.315.025		D/W-8" Gate Valves			\$ -	-	\$ -	-	\$ -	-	\$ -
			D/W-10" Gate Valves			\$ -	-	\$ -	-	\$ -	-	\$ -
	12.30.320.010		D/W-Waterline Appurtenances									
	12.30.320.015		D/W-Fire Hydrants	0.80	\$ 2,581.72	\$ 2,076.36	-	\$ -	-	\$ -	-	\$ -
			D/W-2" Flushing Hydrant	0.40	\$ 1,619.86	\$ 651.39	-	\$ -	-	\$ -	-	\$ -
			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	\$ 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
						\$ 239,344.10	RETENTION	\$ 79,795.60	RETENTION	\$ 25,532.90	RETENTION	\$ 105,328.50
						\$ 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

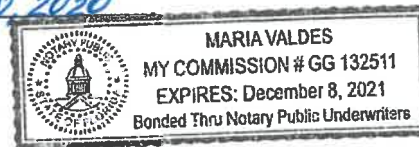
State of: Florida

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 through 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 COMMUNITY DEVELOPMENT DISTRICT

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

April 27, 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 82	C&H Marine Construction	\$62,240.00
CUS 83	Prosser, Inc.	\$68,458.25
CUS 84	Vallencourt Construction	\$536,511.38
CUS 85	Vallencourt Construction	\$280,336.16

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 COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT
Payee

C&H Marine Construction, Inc.

002021

04/27/2020

Vendor ID

C&H Marine

Invoice	Description	Amount
CUS 82 C&H Marine	S2018 CUS 82-85	\$62,240.00
		\$62,240.00

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

CHECK NO. 002021

63-656/631

****Sixty Two Thousand Two Hundred Forty and 00/100
Dollars

DATE

AMOUNT

04/27/2020

\$62,240.00

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE



AUTHORIZED SIGNATURE

C&H Marine Construction, Inc.
417 Stowe Avenue
Orange Park, FL 32073

PAY TO
THE
ORDER
OF

⑈002021⑈ ⑆063102152⑆ 1000191287373⑈

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

Payee

C&H Marine Construction, Inc.

002021

Vendor ID

C&H Marine

04/27/2020

Invoice	Description	Amount
CUS 82 C&H Marine	S2018 CUS 82-85	\$62,240.00
		\$62,240.00

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT
Payee

Prosser, Inc.

002022

Vendor ID

Prosser, Inc.

04/27/2020

Invoice	Description	Amount
CUS 83 Pros	S2018 CUS 82-85	\$68,458.25
		\$68,458.25

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. 002022

****Sixty Eight Thousand Four Hundred Fifty Eight and
25/100 Dollars

DATE

AMOUNT

04/27/2020

\$68,458.25

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE



AUTHORIZED SIGNATURE

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

PAY TO
THE
ORDER
OF

⑈002022⑈ ⑆063102152⑆1000191287373⑈

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

Payee

Prosser, Inc.

002022

Vendor ID

Prosser, Inc.

04/27/2020

Invoice	Description	Amount
CUS 83 Pros	S2018 CUS 82-85	\$68,458.25
		\$68,458.25

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT
CUSTODY ACCT
Payee

Vallencourt Construction
Vallencourt Const

002023
04/27/2020

Invoice	Description	Amount
CUS 84 Vallencourt	S2018 CUS 82-85	\$536,511.38
CUS 85	S2018 CUS 82-85	\$280,336.16
		\$816,847.54

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. 002023

63-656/631

****Eight Hundred Sixteen Thousand Eight Hundred Forty
Seven and 54/100 Dollars

DATE

AMOUNT

04/27/2020

\$816,847.54

TWO SIGNATURES REQUIRED-VOID 180 DAYS AFTER DATE OF ISSUANCE



AUTHORIZED SIGNATURE

Vallencourt Construction
449 Center St
Green Cove Springs, FL 32043

PAY TO
THE
ORDER
OF

⑈002023⑈ ⑆063102152⑆1000191287373⑈

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

Payee Vallencourt Construction
Vendor ID Vallencourt Const

002023
04/27/2020

Invoice	Description	Amount
CUS 84 Vallencourt	S2018 CUS 82-85	\$536,511.38
CUS 85	S2018 CUS 82-85	\$280,336.16
		\$816,847.54

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):

March 26, 2020

- (A) Requisition Number: **CUS 82**
- (B) Name of Payee: **C & H Marine Construction**
417 Stowe Ave.
Suite B
Orange Park, FL 32073
- (C) Amount Payable: **\$62,240.00**
- (D) **Inv #'s 4115, 4121, & 4132 for 2020 Kayak Launch**
- (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: Andrew Smith
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: [Signature]
DISTRICT ENGINEER



Invoice

417 STOWE AVE. SUITE B
ORANGE PARK, FL 32073
FL Lic. # SCC-131150834

Date	Invoice #
2/19/2020	4115

Bill to:
Trout Creek CDD 2806 N. Fifth Street, Suite 403 St. Augustine, FL 32084

Property Location

P.O. Number		Project Name			
		Kayak Launch2020			
		Due Upon Receipt			
Quantity	Item Code	Description	Price Each	% Billed To Date	Amount
0.40	DECKS, UPLA...	6' BOARDWALK 185 LF @ \$120 PLF	22,200.00	40.00%	8,880.00
0.00	DECKS, UPLA...	8' BOARDWALK 450 LF @\$160 PLF	72,000.00	0.00%	0.00
			Invoice Total		
			\$8,880.00		
Ph 904-264-7500 Fax 904-264-1731			Payments/Credits		
			\$0.00		
candhmarine@candhmarine.com			Account Open Balance Due		
			\$8,880.00		



Invoice

417 STOWE AVE. SUITE B
ORANGE PARK, FL 32073
FL Lic. # SCC-131150834

Date	Invoice #
3/3/2020	4121

Bill to:
Trout Creek CDD 2806 N. Fifth Street, Suite 403 St. Augustine, FL 32084

Property Location

P.O. Number		Project Name			
		Walkway Kayak Launch2020			
		Due Upon Receipt			
Quantity	Item Code	Description	Price Each	% Billed To Date	Amount
0.60	DECKS, UPLA...	6' BOARDWALK 185 LF @ \$120 PLF	22,200.00	100.00%	13,320.00
-21.00	AS-BUILT ADJ	AS-BUILT LENGTH ADJUSTMENT - 6' BOARDWALK ACTUAL LENGTH - 164 LF	120.00		-2,520.00
0.00	DECKS, UPLA...	8' BOARDWALK 450 LF @\$160 PLF	72,000.00	0.00%	0.00
0.00	AS-BUILT ADJ	AS-BUILT LENGTH ADJUSTMENT - 8' BOARDWALK	160.00		0.00

Thank You for Your Business!	Invoice Total	\$10,800.00
Ph 904-264-7500 Fax 904-264-1731	Payments/Credits	\$0.00
candhmarine@candhmarine.com	Account Open Balance Due	\$19,680.00



Invoice

417 STOWE AVE. SUITE B
ORANGE PARK, FL 32073
Lic. # CGC058491

Date	Invoice #
3/17/2020	4132

Bill to:
Trout Creek CDD 2806 N. Fifth Street, Suite 403 St. Augustine, FL 32084

Property Location

P.O. Number		Project Name			
		Walkways 2020			
		Due Upon Receipt			
Quantity	Item Code	Description	Price Each	% Billed To Date	Amount
0.00000	DECKS, UPLA...	6' BOARDWALK 185 LF @ \$120 PLF	22,200.00	100.00%	0.00
0.00000	AS-BUILT ADJ	AS-BUILT LENGTH ADJUSTMENT - 6' BOARDWALK ACTUAL LENGTH - 164 LF	120.00		0.00
0.61778	DECKS, UPLA...	8' BOARDWALK 450 LF @\$160 PLF - 266 FT COMPLETED TO DATE	68,891.83852	59.11%	42,560.00
0.00000	AS-BUILT ADJ	AS-BUILT LENGTH ADJUSTMENT - 8' BOARDWALK	160.00		0.00
0.00000	BENCH	WOOD BENCK ALONG WALKWAY	0.00		0.00
Thank You for Your Business!			Invoice Total \$42,560.00		
Ph 904-264-7500 Fax 904-264-1731			Payments/Credits \$0.00		
stephanie@candhmarine.com			Account Open Balance Due \$62,240.00		

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):

March 26, 2020

- (A) Requisition Number: **CUS 83**
- (B) Name of Payee: **Prosser, Inc.
13901 Sutton Park Drive South, Suite 200
Jacksonville, FL 32224**
- (C) Amount Payable: **\$68,458.25**
- (D) **Invoice # 43128 & 43541 for Professional Services 11/1/19 to 11/30/19 & 1/1/20 to 1/31/20..**
- (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

Andrew Smith

DBAD46DATED064E9...

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

J. B. D.



February 19, 2020

Project No: 113034.31

Invoice No: 43541

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 January 1, 2020 to January 31, 2020

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	90.00	50,175.00	50,175.00	0.00
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	90.00	22,500.00	22,500.00	0.00
Task 14: Plan Set 1 Phase 3 Lift Station	12,500.00	100.00	12,500.00	6,250.00	6,250.00
Task 15: PI Set 2 Shearwater/Timberwolf	95,000.00	70.00	66,500.00	23,750.00	42,750.00
Task 16: Plan Set 6 Shearwater Parkway	50,000.00	0.00	0.00	0.00	0.00
Task 17: Plan Set 7 Timberwolf Parkway	24,000.00	0.00	0.00	0.00	0.00
Total Fee	635,650.00		525,075.00	476,075.00	49,000.00
Total Fee					49,000.00

Reimbursable Expenses

Mileage-DOT Allowable (.445)		39.61	
Mileage-Additional (.13/mile)		11.57	
Blueprints/Reproduction		529.74	
Permits		329.20	
Total Reimbursables	1.15 times	910.12	1,046.64
	Total this Task		\$50,046.64

Task 8: Master Engineering in Phase 3

Professional Personnel

	Hours	Rate	Amount
Landscape Architect/GIS Analyst	.50	130.00	65.00
Totals	.50		65.00
Total Labor			65.00

Project	113034.31	Trout Creek CDD	Invoice	43541
			Total this Task	\$65.00
			Total this Invoice	\$50,111.64

PROSSER**RECEIVED**
DEC 23 2019

BY:

December 23, 2019

Project No: 113034.31

Invoice No: 43218

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 November 1, 2019 to November 30, 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	80.00	44,600.00	39,025.00	5,575.00
Task 8: Master Engineering in Phase 3	123,000.00	20.00	24,600.00	22,140.00	2,460.00
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	80.00	20,000.00	17,500.00	2,500.00
Task 14: Plan Set 1 Phase 3 Lift Station	12,500.00	4.32	540.00	0.00	540.00
Task 15: PI Set 2 Shearwater/Timberwolf	95,000.00	4.0487	3,846.25	0.00	3,846.25
Task 16: Plan Set 6 Shearwater Parkway	50,000.00	0.00	0.00	0.00	0.00
Task 17: Plan Set 7 Timberwolf Parkway	24,000.00	0.00	0.00	0.00	0.00
Total Fee	758,650.00		466,986.25	452,065.00	14,921.25
Total Fee					14,921.25

Reimbursable Expenses

Mileage-DOT Allowable (.445)		31.15	
Mileage-Additional (.135/mile)		9.45	
Blueprints/Reproduction		27.97	
Permits		2,760.00	
Total Reimbursables	1.15 times	2,828.57	3,252.86
Total this Task			\$18,174.11

Construction Administration

Project	113034.31	Trout Creek CDD	Invoice	43218
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Professional Personnel

	Hours	Rate	Amount	
Inspection Manager	1.50	115.00	172.50	
Totals	1.50		172.50	
Total Labor				172.50
		Total this Task		\$172.50
		Total this Invoice		\$18,346.61

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

D/M approval _____ Date _____

Date entered _____

Fund _____ GL _____

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):

March 26, 2020

- (A) Requisition Number: **CUS 84**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.**
449 Center Street
Green Cove Springs, FL 32043
- (C) Amount Payable: **\$536,511.38**
- (D) **Pay Application #12 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.

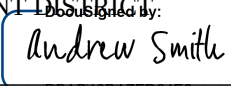
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

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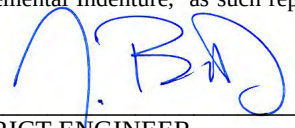
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN OR VICE-CHAIRMAN

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

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 2D -CDD

APPLICATION NO: 6270-12

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

SRB

PERIOD TO: 2/27/20

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

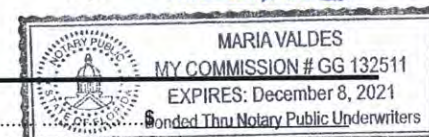
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: AOBDate: 3-2-20

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.....	\$	3,253,934.92
(Column G on G703)		
5. RETAINAGE:		
a. 10 % of Completed Work	\$	325,393.50
(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).....	\$	325,393.50
6. TOTAL EARNED LESS RETAINAGE.....	\$	2,928,541.42
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	2,392,030.04
8. CURRENT PAYMENT DUE.....	\$	536,511.38
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	1,021,734.18
(Line 3 less Line 6)		

State of: FLORIDA County of: CLAY

Subscribed and sworn to before me this 2ndday of March, 2020Notary Public: Maria ValdesMy 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.....
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

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

Contractor: Vallencourt Construction

Application No.: 12

Project: Shearwater Phase 2D

Application Date: 2/27/2020

Billing Period: 2/27/2020

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**

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Job	Cost Code	No.	Service	Quantity	Unit	Unit Price	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	0.42	\$ 31,587.67	0.03	\$ 2,283.45	\$ 0.45	\$ 33,871.11
302.MST2	12.01.015.010	3	Site Contractor - Survey	0.52	LS	\$ 64,674.75	\$ 33,911.09	0.42	\$ 26,840.02	0.03	\$ 1,940.24	\$ 0.45	\$ 28,780.26
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	0.18	\$ 4,932.62	0.18	\$ 4,932.62	\$ 0.36	\$ 9,865.24
302.MST2		6											
302.MST2		7	Grading Preparation				\$ 154,969.18						
302.MST2	12.01.025.005	8	Clearing & Grub	34.08	AC	\$ 4,547.00	\$ 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	\$ 2.65	\$ 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	0.41	\$ 8,604.58	0.03	\$ 637.38	\$ 0.44	\$ 9,241.96
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	0.20	\$ 1,742.60	\$ 0.80	\$ 6,970.40
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										
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	1370.40	\$ 47,525.47	681.60	\$ 23,637.89	\$ 2,052.00	\$ 71,163.36
302.MST2	12.10.130.050	46	Sewer - Testing & Acceptance	1.00	LF	\$ 11,949.80	\$ 11,949.80	\$ -	\$ -	0.25	\$ 2,987.45	\$ 0.25	\$ 2,987.45
302.MST2	12.10.120.040	47	10" Forcemain Valves	1.00	EA	\$ 0.23	\$ 0.23	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				\$ 369,574.20						
302.MST2	12.20.210.095	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	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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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	1,000.00	\$ 6,040.00	\$ 3,000.00	\$ 18,120.00
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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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		-	\$ 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	1.20	\$ 99,197.94	0.80	\$ 66,131.96	\$ 2.00	\$ 165,329.90
302.MST2	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.MST2	12.20.215.015	82	4"x10' Wildlife Crossing	65.00	LF	\$ 1,154.86	\$ 75,065.90	65.00	\$ 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		-	\$ 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		-	\$ 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	1673.20	\$ 76,164.06	772.80	\$ 35,177.86	\$ 2,446.00	\$ 111,341.92
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	800.00	\$ 3,992.00	800.00	\$ 3,992.00	\$ 1,600.00	\$ 7,984.00
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	4.00	\$ 9,933.28	4.00	\$ 9,933.28	\$ 8.00	\$ 19,866.56
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	-	\$ -	6.29	\$ 13,287.12	\$ 6.29	\$ 13,287.12
302.MST2	12.30.320.015	107	D/W-2" Flushing Hydrant	2.62	EA	\$ 1,326.93	\$ 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		-	\$ 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	1574.80	\$ 116,204.49	899.20	\$ 66,351.97	\$ 2,474.00	\$ 182,556.46
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	800.00	\$ 5,568.00	800.00	\$ 5,568.00	\$ 1,600.00	\$ 11,136.00
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	R/W-8" Gate Valves		EA	\$ 1,677.87	\$ -	0.00	\$ -		\$ -	\$ -	\$ -
302.MST2	12.35.365.030	124	R/W-12" Gate Valves	7.00	EA	\$ 2,481.18	\$ 17,368.26	3.00	\$ 7,443.54	4.00	\$ 9,924.72	\$ 7.00	\$ 17,368.26
302.MST2		125											
302.MST2		126	Reclaimed Water				\$ 217,420.00						
302.MST2		127											
302.MST2		128	Pavement				\$ 245,817.28						
302.MST2	12.40.410.020	129	Subgrade Prep. - 12" Stabilized Subgrade	39712.00	SY	\$ 6.19	\$ 245,817.28	27000.00	\$ 167,130.00	8,000.00	\$ 49,520.00	\$ 35,000.00	\$ 216,650.00
302.MST2		130											
302.MST2		131	Pavement - Asphalt				\$ 215,437.23						
302.MST2	12.40.415.010	132	1" Asphalt (First Lift)	20348.00	SY	\$ 5.71	\$ 116,187.08	0.00	\$ -	12,208.80	\$ 69,712.25	\$ 12,208.80	\$ 69,712.25
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	\$ -	26,611.80	\$ 14,636.49	\$ 26,611.80	\$ 14,636.49
302.MST2		135											
302.MST2		136	Pavement - Aggregate Base				\$ 364,561.90						
	12.40.425.015		6" Aggregate Base	20348.00	SY	\$ 11.69	\$ 237,868.12	11202.00	\$ 130,951.38	4,069.60	\$ 47,573.62	\$ 15,271.60	\$ 178,525.00
	12.40.425.025		8" Aggregate Base	9357.00	SY	\$ 13.54	\$ 126,693.78	2358.00	\$ 31,927.32	4,678.50	\$ 63,346.89	\$ 7,036.50	\$ 95,274.21
			Curb and Gutter				\$ 261,521.66						
	12.40.435.005		Miami Curb and Gutter	15855.00	LF	\$ 11.00	\$ 174,405.00	\$ 12,276.00	\$ 135,036.00	3,579.00	\$ 39,369.00	\$ 15,855.00	\$ 174,405.00
	12.40.435.010		18" Standard Curb and Gutter	6502.00	LF	\$ 11.73	\$ 76,268.46	3921.00	\$ 45,993.33	2,581.00	\$ 30,275.13	\$ 6,502.00	\$ 76,268.46
	12.40.435.015		Trenched Header Curb	320.00	LF	\$ 11.26	\$ 3,603.20	0.00	\$ -	320.00	\$ 3,603.20	\$ 320.00	\$ 3,603.20
	12.40.435.015		RA Curb	345.00	LF	\$ 21.00	\$ 7,245.00	0.00	\$ -	345.00	\$ 7,245.00	\$ 345.00	\$ 7,245.00
			Sidewalks				\$ 108,491.04						
	12.40.440.010		5' Sidewalk		SY	\$ 36.94	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
	12.40.440.025		Add salt finish to sidewalk		SY			0.00	\$ -		\$ -	\$ -	\$ -
	12.40.440.015		Asphalt Multiuse Trail	3664.00	SY	\$ 29.61	\$ 108,491.04	0.00	\$ -	549.60	\$ 16,273.66	\$ 549.60	\$ 16,273.66
			Decorative Concrete				\$ 59,593.50						
	12.40.445.020		Pavers - Crosswalks / Entries w/conc	3366.00	SY	\$ 12.53	\$ 42,175.98	0.00	\$ -		\$ -	\$ -	\$ -
	12.40.445.025		ADA Pavers - HC Ramps	612.00	SY	\$ 28.46	\$ 17,417.52	0.00	\$ -		\$ -	\$ -	\$ -
			Street Signage, Striping & Facilities				\$ 51,489.60						
	12.40.460.030		Pavement Markings	1.00	LS	\$ 51,489.60	\$ 51,489.60	0.00	\$ -		\$ -	\$ -	\$ -
	12.40.460.080		Sleeving for Utilities and CDD		TM/NTE								
			Street Improvements				\$ 1,306,912.21						
							\$ 3,950,275.60	TOTALS	\$ 2,657,811.16	TOTALS	\$ 596,123.76	TOTALS	\$ 3,253,934.92
				RETENTION	10%		\$ 395,027.56	RETENTION	\$ 265,781.12	RETENTION	\$ 59,612.38	RETENTION	\$ 325,393.49
			TOTAL INVOICE				\$ 3,555,248.04	TOTAL INV.	\$ 2,392,030.04	TOTAL INV.	\$ 536,511.39	TOTAL INV.	\$ 2,928,541.43

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 AQBO Date: 3-2-20

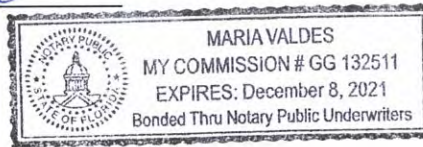
State of: Florida

County of: Clay

Subscribed and sworn to before me this 2nd day of March, 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 \$ 536,511.39, waives and releases its lien and right to claim a lien for labor, services, or materials furnished through Feb. 27, 2020 ("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]

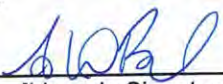
Upon receipt of the above referenced payment, Lienor certifies that all of its sub-contractors(s), supplier(s) and/or agent(s) furnishing labor, services or materials to or for it in connection with its Work at the Property have been or will be paid in full by Lienor within 7 days of receipt of the above 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 through 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 Feb. 27, 2020

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):

March 26, 2020

- (A) Requisition Number: **CUS 85**
- (B) Name of Payee: **Vallencourt Construction Co., Inc.
449 Center Street
Green Cove Springs, FL 32043**
- (C) Amount Payable: **\$280,336.16**
- (D) **Pay Application #6 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: Andrew Smith
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: [Signature]
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: 272-6

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 2/27/20

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

CHANGE ORDER SUMMARY

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

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: 3-2-20

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

1. ORIGINAL CONTRACT SUM.....	\$	2,393,440.97
2. Net change by Change Orders.....	\$	-
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$	2,393,440.97
4. TOTAL COMPLETED & STORED TO DATE.....	\$	1,364,769.64
(Column G on G703)		
5. RETAINAGE:		
a. 10 % of Completed Work \$	136,476.97	
(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).....	\$	136,476.97
6. TOTAL EARNED LESS RETAINAGE:.....	\$	1,228,292.67
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	947,956.51
8. CURRENT PAYMENT DUE.....	\$	280,336.16
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	1,165,148.30
(Line 3 less Line 6)		

State of: FLORIDA

County of: CLAY

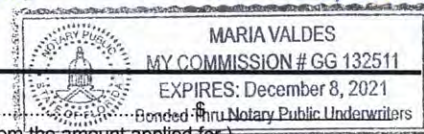
Subscribed and sworn to before me this 2nd

day of

March, 2020

Notary Public:

My Commission Expires:

Maria Valdes
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.....

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

ARCHITECT:

By: _____ Date: _____

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.: 6
Application Date: 2/27/2020
Billing Period: 2/27/2020

A	B	C	D	E	G	H	I	J	K	L	M	N
Job	Cost Code	No.	Service	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	0.45	\$ 8,128.50	0.20	3,612.67	0.65	\$ 11,741.17
	12.01.015.015		Site Contractor - Survey	1.00	\$ 14,546.65	\$ 14,546.65	0.45	\$ 6,545.99	0.20	2,909.33	0.65	\$ 9,455.32
	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 - Asbuilts	1.00	\$ 7,022.52	\$ 7,022.52	0.10	\$ 702.25	0.10	702.25	0.20	\$ 1,404.50
	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	1,250.00	\$ 1,237.50	200.00	198.00	1,450.00	\$ 1,435.50
	12.01.065.020		Sod on pond banks	15,250.00	\$ 2.95	\$ 44,987.50			5,000.00	14,750.00	5,000.00	\$ 14,750.00
	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	0.60	\$ 5,228.18			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	0.40	\$ 138,506.83	0.15	51,940.06	0.55	\$ 190,446.89
			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
	12.20.210.105		18" RCP Storm Drain	115.81	\$ 82.05	\$ 9,502.44	115.81	\$ 9,502.44		-	115.81	\$ 9,502.44
	12.20.210.120		24" RCP Storm Drain	122.25	\$ 120.89	\$ 14,778.09	110.02	\$ 13,300.29	12.22	1,477.81	122.25	\$ 14,778.09
	12.20.210.115		42" RCP Storm Drain	19.30	\$ 99.82	\$ 1,926.74	17.37	\$ 1,734.06	1.93	192.67	19.30	\$ 1,926.74
	12.20.210.125		36" RCP Storm Drain	12.87	\$ 199.75	\$ 2,570.40	11.58	\$ 2,313.36	1.29	257.04	12.87	\$ 2,570.40
	12.20.210.350		48" RCP Storm Drain	45.04	\$ 196.46	\$ 8,848.00	44.01	\$ 8,645.52	1.03	202.47	45.04	\$ 8,848.00
	12.20.210.355		15" HDPE Storm Drain	104.55	\$ 43.82	\$ 4,581.52	94.10	\$ 4,123.37	10.46	458.15	104.55	\$ 4,581.52
	12.20.210.360		18" HDPE Storm Drain	225.19	\$ 62.25	\$ 14,017.49	202.67	\$ 12,615.74	22.52	1,401.75	225.19	\$ 14,017.49
	12.20.210.365		24" HDPE Storm Drain	226.00	\$ 72.76	\$ 16,442.62	209.20	\$ 15,220.56	16.80	1,222.06	226.00	\$ 16,442.62
	12.20.210.370		30" HDPE Storm Drain	104.55	\$ 71.85	\$ 7,512.15	94.10	\$ 6,760.93	10.46	751.21	104.55	\$ 7,512.15
	12.20.210.380		36" HDPE Storm Drain	225.19	\$ 110.94	\$ 24,983.27	209.04	\$ 23,191.19	16.15	1,792.07	225.19	\$ 24,983.27
	12.20.210.410		48" HDPE Storm Drain	144.77	\$ 162.30	\$ 23,494.79	130.29	\$ 21,145.31	14.48	2,349.48	144.77	\$ 23,494.79
			Storm Drain Testing and Accept	1,418.71	\$ 6.31	\$ 8,952.04	-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
	12.20.225.005		Storm Drain Concrete Structures				-	\$ -	-	-	-	\$ -
	12.20.225.010		Curb Inlets Single	6.03	\$ 4,765.57	\$ 28,745.54	5.43	\$ 25,870.99	0.60	2,874.55	6.03	\$ 28,745.54
	12.20.225.065		Curb Inlets Double	2.81	\$ 8,064.50	\$ 22,700.70	2.56	\$ 20,669.13	0.25	2,031.57	2.81	\$ 22,700.70
	12.20.225.070		48" MH up to 10' deep	0.80	\$ 4,730.44	\$ 3,804.48	0.72	\$ 3,424.03	0.08	380.45	0.80	\$ 3,804.48
	12.20.225.075		48" MH 10-12' deep	0.40	\$ 8,190.92	\$ 3,293.80	0.36	\$ 2,964.42	0.04	329.38	0.40	\$ 3,293.80
	12.20.210.025		48" MH 12-14' deep	0.40	\$ 10,650.56	\$ 4,282.88	0.36	\$ 3,854.60	0.04	428.29	0.40	\$ 4,282.88
	12.20.210.035		24" MES	0.80	\$ 1,214.35	\$ 976.65	0.72	\$ 878.98	0.08	97.66	0.80	\$ 976.65
			36" MES	0.80	\$ 1,951.70	\$ 1,569.67	0.72	\$ 1,412.70	0.08	156.97	0.80	\$ 1,569.67
	12.20.225.085		48" MES	0.80	\$ 4,652.82	\$ 3,742.06	0.72	\$ 3,367.85	0.08	374.21	0.80	\$ 3,742.06
	12.20.225.170		Underdrain	337.79	\$ 26.87	\$ 9,076.34	-	\$ -	-	-	-	\$ -
			Control Structures	1.21	\$ 8,311.56	\$ 10,026.93	1.00	\$ 8,311.56	-	-	1.00	\$ 8,311.56
							-	\$ -	-	-	-	\$ -
			Storm Drainage				-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
	12.30.310.090		D/W - Waterline Pipe				-	\$ -	-	-	-	\$ -
	12.30.310.095		D/W-2" PVC Water Main		\$ -	\$ -	-	\$ -	-	-	-	\$ -
	12.30.310.100		D/W-4" PVC Water Main		\$ -	\$ -	-	\$ -	-	-	-	\$ -
	12.30.310.105		D/W-6" PVC Water Main		\$ -	\$ -	-	\$ -	-	-	-	\$ -
	12.30.310.110		D/W-8" PVC Water Main		\$ -	\$ -	-	\$ -	-	-	-	\$ -
	12.30.310.290		D/W-10" PVC Water Main	1,940.00	\$ 37.54	\$ 72,821.74	1,000.00	\$ 37,536.98	940.00	35,284.76	1,940.00	\$ 72,821.74
	12.30.310.335		D/W-Service Laterals		\$ -	\$ -	-	\$ -	-	-	-	\$ -
			Test & Chlorinate	1,940.00	\$ 5.00	\$ 9,700.00	-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
	12.30.315.010		D/W-Valves & Fittings				-	\$ -	-	-	-	\$ -
	12.30.315.015		D/W-4" Gate Valves		\$ -	\$ -	-	\$ -	-	-	-	\$ -
	12.30.315.020		D/W-6" Gate Valves		\$ -	\$ -	-	\$ -	-	-	-	\$ -
	12.30.315.025		D/W-8" Gate Valves		\$ -	\$ -	-	\$ -	-	-	-	\$ -
			D/W-10" Gate Valves	7.00	\$ 2,278.65	\$ 15,950.55	2.00	\$ 4,557.30	5.00	11,393.25	7.00	\$ 15,950.55
							-	\$ -	-	-	-	\$ -
	12.30.320.010		D/W-Waterline Appurtenances				-	\$ -	-	-	-	\$ -
	12.30.320.015		D/W-Fire Hydrants	2.41	\$ 2,581.72	\$ 6,229.09	-	\$ -	2.41	6,229.09	2.41	\$ 6,229.09
			D/W-2" Flushing Hydrant	1.21	\$ 1,619.86	\$ 1,954.17	-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
			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	1,800.00	\$ 37.78	\$ 68,011.10	1,000.00	\$ 37,783.94	800.00	30,227.16	1,800.00	\$ 68,011.10
	12.35.360.210		R/W-Service Laterals		\$ -	\$ -	-	\$ -	-	-	-	\$ -
			R/W - Testing	1,800.00	\$ 5.05	\$ 9,090.00	-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
							-	\$ -	-	-	-	\$ -
	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	6.00	\$ 2,265.75	\$ 13,594.50	-	\$ -	6.00	13,594.50	6.00	\$ 13,594.50
							-	\$ -	-	-	-	\$ -
			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
	12.40.410.020		Pavement				-	\$ -		-	-	\$ -
			Subgrade Prep. - 12" Stabilized Subgrade	10,175.00	\$ 7.78	\$ 79,161.50	-	\$ -	8,000.00	62,240.00	8,000.00	\$ 62,240.00
	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	0.45	\$ 3,386.87	0.20	1,505.28	0.65	\$ 4,892.15
	12.01.015.015		Site Contractor - Survey	1.00	\$ 7,022.52	\$ 7,022.52	0.45	\$ 3,160.13	0.20	1,404.50	0.65	\$ 4,564.64
	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	72,097.00	\$ 196,403.28	7,386.00	20,120.60	79,483.00	\$ 216,523.88
	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	884.68	\$ 1.04	\$ 920.07	500.00	\$ 520.00	100.00	104.00	600.00	\$ 624.00
	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	884.68	\$ 0.97	\$ 858.14	884.68	\$ 858.14		-	884.68	\$ 858.14
	12.01.065.040		ROW Hydroseed	8,600.00	\$ 0.36	\$ 3,096.00	-	\$ -		-	-	\$ -
	12.01.065.045		Seed & Mulch Lots		\$ 0.36	\$ -	-	\$ -		-	-	\$ -
	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	0.10	482.00	0.55	\$ 2,650.98
	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	10.29	976.43	12.87	\$ 1,220.54
	12.20.210.120		24" RCP Storm Drain	16.09	\$ 102.41	\$ 1,647.28	3.22	\$ 329.46	12.87	1,317.82	16.09	\$ 1,647.28
	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	-	\$ -		-	-	\$ -
							-	\$ -		-	-	\$ -
	12.20.225.005		Storm Drain Concrete Structures				-	\$ -		-	-	\$ -
	12.20.225.010		Curb Inlets Single	2.01	\$ 4,355.99	\$ 8,758.32	0.40	\$ 1,751.66	1.00	4,355.99	1.40	\$ 6,107.65
	12.20.225.065		Curb Inlets Double	1.21	\$ 7,632.39	\$ 9,207.59	0.24	\$ 1,841.52	0.50	3,816.20	0.74	\$ 5,657.71
	12.20.225.070		48" MH up to 10' deep	0.40	\$ 4,303.34	\$ 1,730.49	0.08	\$ 346.10	0.20	860.67	0.28	\$ 1,206.77
	12.20.225.075		48" MH 10-12' deep			\$ -	-	\$ -		-	-	\$ -
	12.20.210.025		48" MH 12-14' deep			\$ -	-	\$ -		-	-	\$ -
	12.20.210.035		24" MES			\$ -	-	\$ -		-	-	\$ -
			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									
	12.30.310.090		D/W - Waterline Pipe									
	12.30.310.095		D/W-2" PVC Water Main			\$ -	-	\$ -		-	-	\$ -
	12.30.310.100		D/W-4" PVC Water Main			\$ -	-	\$ -		-	-	\$ -
	12.30.310.105		D/W-6" PVC Water Main			\$ -	-	\$ -		-	-	\$ -
	12.30.310.110		D/W-8" PVC Water Main			\$ -	-	\$ -		-	-	\$ -
	12.30.310.290		D/W-10" PVC Water Main	820.00	\$ 36.80	\$ 30,172.86	-	\$ -	400.00	14,718.47	400.00	\$ 14,718.47
	12.30.310.335		D/W-Service Laterals			\$ -	-	\$ -		-	-	\$ -
			Test & Chlorinate	820.00	\$ 5.00	\$ 4,100.00	-	\$ -		-	-	\$ -
							-	\$ -		-	-	\$ -
	12.30.315.010		D/W-Valves & Fittings				-	\$ -		-	-	\$ -
	12.30.315.015		D/W-4" Gate Valves			\$ -	-	\$ -		-	-	\$ -
	12.30.315.020		D/W-6" Gate Valves			\$ -	-	\$ -		-	-	\$ -
	12.30.315.025		D/W-8" Gate Valves			\$ -	-	\$ -		-	-	\$ -
			D/W-10" Gate Valves			\$ -	-	\$ -		-	-	\$ -
							-	\$ -		-	-	\$ -
	12.30.320.010		D/W-Waterline Appurtenances				-	\$ -		-	-	\$ -
	12.30.320.015		D/W-Fire Hydrants	0.80	\$ 2,581.72	\$ 2,076.36	-	\$ -	0.40	1,032.69	0.40	\$ 1,032.69
			D/W-2" Flushing Hydrant	0.40	\$ 1,619.86	\$ 651.39	-	\$ -		-	-	\$ -
			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	-	\$ -	350.00	10,931.13	350.00	\$ 10,931.13
	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-Appurtances				-	\$ -		-	-	\$ -
			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	\$ 1,053,285.02	TOTALS	\$ 311,484.62	TOTALS	\$ 1,364,769.64
			RETENTION			\$ 239,344.10	RETENTION	\$ 105,328.50	RETENTION	\$ 31,148.46	RETENTION	\$ 136,476.96
			TOTAL INVOICE			\$ 2,154,096.87	TOTAL INV.	\$ 947,956.52	TOTAL INV.	\$ 280,336.16	TOTAL INV.	\$ 1,228,292.67

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 ABO Date: 3-2-20

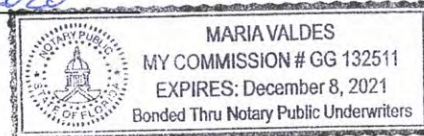
State of: Florida

County of: Clay

Subscribed and sworn to before me this 2nd day of March, 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 \$ 280,336.16, waives and releases its lien and right to claim a lien for labor, services, or materials furnished through Feb. 27, 2020 ("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 through 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 March 2, 2020.

Lienor

By: 
[Lienor's Signature]

Vallencourt Construction Co., Inc.

[Lienor's Name]

P.O. Box 1889

Green Cove Springs, FL 32043

[Lienor's Address]

Tab 5

RESOLUTION 2020-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Trout Creek Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within St. Johns County, Florida; and

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

Section 1. Bob Schleifer is appointed Secretary

Section 2. This Resolution and any prior resolutions of the District shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded, and repealed.

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

PASSED AND ADOPTED THIS 2nd DAY OF JUNE, 2020.

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab 6

RESOLUTION 2020-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION
2015-19 DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE
DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, Trout Creek Community Development District ("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, the Board of Supervisors of the District ("Board") previously adopted Resolution 2015-19 which designated the authorized signatories for the District's operating bank account(s); and

WHEREAS, the Board desires to amend Resolution 2015-19 include the Assistant Treasurer as an authorized signatory for the operating bank account(s).

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

Section 1. Resolution 2015-19 is hereby amended to include the Assistant Treasurer as an authorized signatory for the operating bank account(s) of the District.

Section 2. All other provisions of Resolution 2015-19 shall remain unchanged and in full force and effect.

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

PASSED AND ADOPTED this 2nd day of June, 2020.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 7

RESOLUTION 2020-09

**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 2nd DAY OF JUNE, 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: June 2, 2020

Tab 8



LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

March 3, 2020

Trout Creek Community Development District
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane Suite 115
Tampa, Florida 33625

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Trout Creek Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$21,215,000 Trout Creek Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2015

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to

certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for services listed above for the three annual bond years ended February 25, 2020, February 25, 2021, and February 25, 2022 is \$1,500, which is \$500 each year. We will bill you upon completion of our services or on a monthly basis. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Trout Community Development District

By: Linda L. Scott

Linda L. Scott, CPA

By: _____

Print Name _____

Title _____

Date: _____

Tab 9

RESOLUTION 2020-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Trout Creek Community Development District ("**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, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Andy Smith	2022
2	David Roane	2022
3	Doug Davis	2020
4	Henry Green	2020
5	Michael Gruber	2020

This year, Seat 5, currently held by Michael Gruver, is subject to a landowner election. The term of office for the successful landowner candidate shall commence upon election, and shall be for a four year period. Seat 3, currently held by Doug Davis, and Seat 4, currently held by Henry Green, are subject to a General Election process to be conducted by the St. Johns County Supervisor of Elections, which General Election process shall be addressed by a separate resolution.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the _____ day of November, 2020, at _____ a/p.m., and located at _____.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its _____, 2020 meeting. A

sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at _____, or at the office of the District Manager, Rizzetta and Company, Inc., located at 2806 N. 5th Street, Unit 403, St. Augustine, Florida 32084.

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

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 2nd DAY OF JUNE, 2020.

**TROUT CREEK COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Trout Creek Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 997.90 acres, located north of County Road 16A, southeast of County Road 210 and west of Interstate 95, in St. Johns County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: _____
TIME: _____
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2806 N. 5th Street, Unit 403, St. Augustine, Florida 32084, Ph: (904) 436-6270 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Melissa Dobbins
District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: _____, November __, 2020

TIME: _____ .M.

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election in a landowner seat for a four year period. The term of office for the successful landowner candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
LANDOWNERS' MEETING – [DATE]**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Trout Creek Community Development District to be held at _____, on _____, at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes:

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER __, 2020

For Election (1 Supervisor): The candidate receiving the highest number of votes will receive a four (4) year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Trout Creek Community Development District and described as follows:

Description

Acreage

_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES

Date: _____

Signed: _____

Printed Name: _____

STAFF REPORTS

District Counsel

District Engineer

Construction Administrator

Tab 10

Change Order No. **7**

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)**

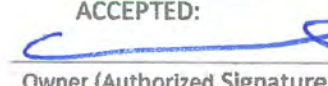
The Contract is modified as follows upon execution of this Change Order:

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. 1 to No. 6 : \$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

RECOMMENDED:
 By: 
 Title: **PROSSER, INC.**
 Date: **3/11/20**

ACCEPTED:
 By: 
 Title: **Chairman**
 Date: **3/13/2020**

ACCEPTED:
 By: 
 Title: **Vice President**
 Date: **3-10-20**

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
---	---	---

To: Freshhold Communities Address: 322 Paseo Reyes Drive St. Augustine, FL 32095	Contact: Mike McCollum Phone: (904) 513-8115 Fax:
Project Name: Sheerwater Creek Crossing - Decorative Columns 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.

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

1/28/2020 9:49:33 AM

Page 1 of 1

**Discussion Regarding
Vallencourt CO, Outpost to
Kayak Launch Trail**

Discussion Regarding Landscape Enhancements

Amenity and Maintenance Reports

Tab 11



**BOARD OF DIRECTORS
322 PASEO DRIVE
MAY MANAGEMENT REPORT**

ADMINISTRATIVE OPERATIONS:

For questions regarding the Administrative/Operations report, please contact Jill Flores, Community Director at jill@myshearwater.com or call 904-342-3737.

Staff will continue working on our priority action list, which includes the following items:

- Maintenance Items
- Landscape
- Emaint Software Program

VENDOR:

- Met with Vak Pak for 2nd quarter preventative maintenance inspection
- Met with OnSight Industries for repair of cluster mailbox located at Bleeker and Ashbury

ACTIVITIES:

- The following events were executed this month: Virtual Bingo, Virtual Trivia, and Story Time.

LANDSCAPE:

Brightview report to be provided by Brightview separately.

MAINTENANCE: (cut back to 3 days per week during closure)

- Filled holes in dog park
- Tennis court irrigation inspection-found 2 heads need to be replaced and low pressure on court 2
- Repaired chlorine tubing at lap pool
- Repaired windscreen on court 2
- Repaired stenner pump at lap pool
- Change trash at parks
- Serviced dog parks
- Community trash pick up
- Added stabilizer to pools
- Placed order with Poolsure
- Brushed lazy river
- Brushed rec pool

- Repaired windscreen on court 4
- Changed ring camera batteries
- Turn off fountains for cleaning
- Added sodium bicarb to pools
- Treated rust stains in lazy river
- Filled low spots on tennis courts
- Cleaned pavers at entry of lazy river
- Repaired CPVC pipe that holds chlorine tubing
- Pool system inspection for re-opening
- Re-installed tennis court net for re-opening

Tab 12



CCMC Lifestyle Report



SHEARWATER

A VITAL COMMUNITY

PREPARED BY: Dylan Read



Now this feels like home.®

Shearwater

April/May Lifestyle Report

Dylan Read - Assistant Manager

Item	Numbers	Virtual Lifestyle	
# of Rentals 04/17- 05/20	Club: 0 Pavilion: 0 Conference: 0	Virtual Trivia	
# of Rentals (FYTD)	Club: 5 Pavilion: 7 Conference: 3	Virtual BINGO	
HUB Café Sale 04/17 - 05/20	\$0.00	Honoring our Graduates	
HUB Café Sale (FYTD)	\$4,763.79	Virtual Storytime	
Mobile App Users	Apple: 951 Google: 135	Virtual Yoga	
Facebook Group Users	500		
eNewsletter Recipients	1,308		
eNewsletter Open Rate 04/17 - 05/20	69.5%		
eNewsletter Click Rate 04/17 - 05/20	31%		

AUSTIN
12600 Hill Country Blvd
Suite R 275
Austin, TX 78738
512.929.12633

DENVER
400 E. Simpson Street
Suite 200
Lafayette, CO 80026
303.990.1222

HOUSTON
2717 Commercial Center
Blvd, Suite F200
Katy, TX 77494
832.913.5120

LAS VEGAS
5940 S. Rainbow Blvd
Las Vegas, NV 89118
702.246.2262

ORLANDO
1420 Celebration Blvd
Suite 200
Celebration, FL 34747
407.590.2031

PHOENIX
8360 E. Via de Ventura
Suite 100
Scottsdale, AZ 85258
480.921.7500

PLANO
7800 N. Dallas Pkwy
Suite 450
Plano, TX 75024
888.257.1388

TUCSON
3005 W. Ina Road
Suite 111
Tucson, Arizona 85741
520.682.1357

Shearwater Updates Regarding COVID-19

In response to the various governmental developments in our area, we created a one-stop location for all COVID-19 updates, specific to our county and community. Residents are able to visit our website to see all of our previous community updates, amenity re-openings, various executive orders announce by the State of Florida, and any relevant information pertaining to the community. You can view these updates on our website at myshearwater.com/covid19.

Covid-19 Updates

Hello Dylan [Logout](#) | [Your Profile](#)

For updates from the State of Florida, visit <https://www.flgov.com/2020-executive-orders/>

For updates from St. Johns County, visit <http://www.sjcf.us/coronavirus/>

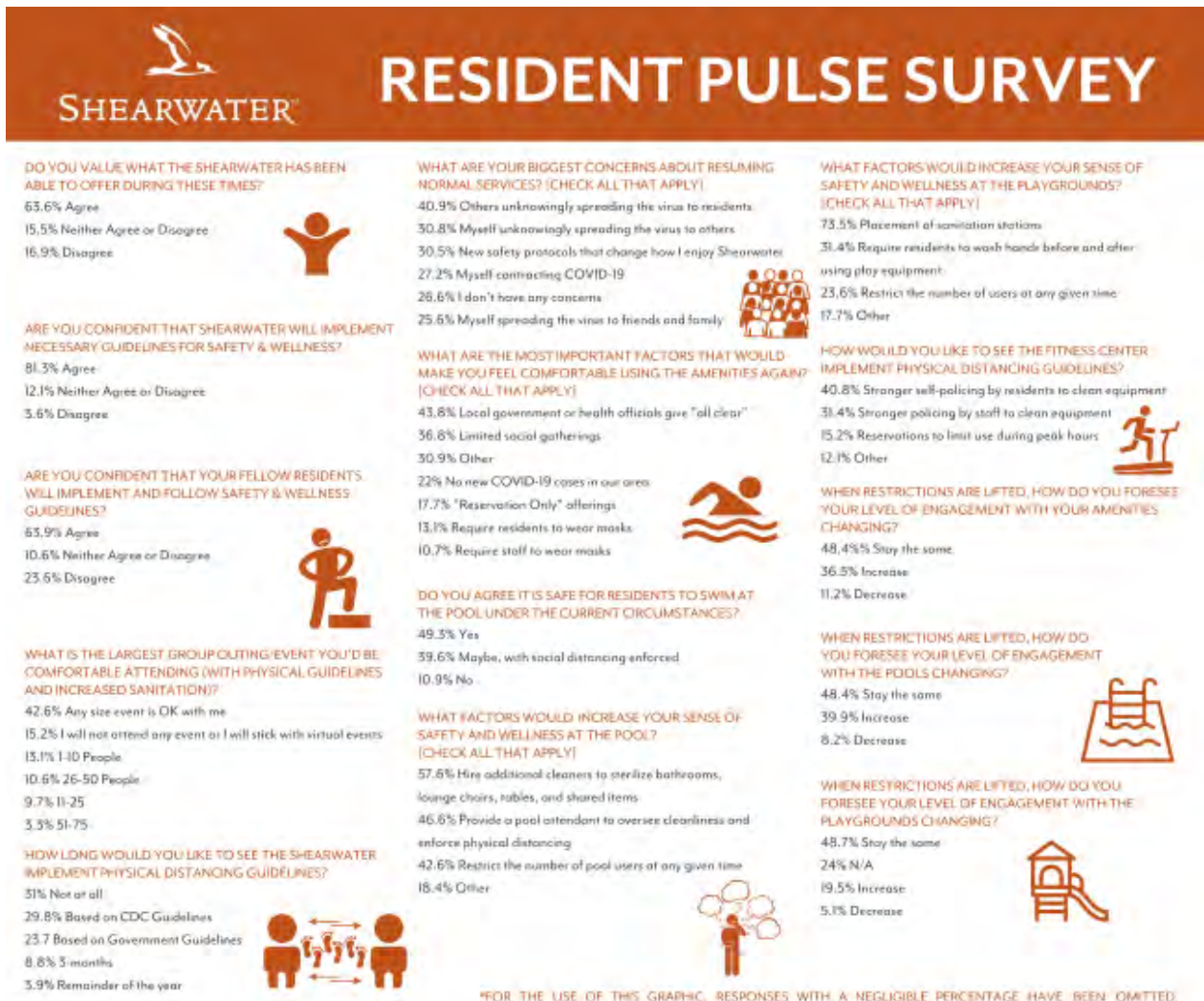
For updates from the CDC, visit <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Review Shearwater specific updates below:

Shearwater Liability Waiver

May 18, 2020

May 15, 2020



Virtual Learning

Virtual Learning Links Shared with Residents

With residents still spending most of their time isolated at home and learning from their living rooms, our Virtual Learning links continue to be shared in our eNewsletters.



St. Johns Public Library Live Story Times

Story Books
Crafts
Fun Games
& More!



St. Johns Parks & Rec Live with a Naturalist

Join Park Naturalist, Kelly and her sidekick, Auggie the Tortoise for live streams, every Tuesday at 10:00 a.m.



Kahn Academy

Mathematics
Science
Finance
Arts & Humanities
Test Prep
& Classes for All Ages!



PBS Kids Zoom Online

Chemistry, Engineering, Art
Physical Science & Math
are just a few of the subjects
available!



Explore Live Cams

Bald Eagles
Elephants
Gorillas
Aquariums
Puppies
& More!



San Diego Zoo Live Cams

Ape Cam, Elephant Cam, Koala Cam,
Tiger Cam & More!

Click the link above to see what are
zoo friends are up to!



30+ Virtual Field Trips

Explore Mars, Visit Yellowstone National Park,
Tour the U.S. Space and Rocket Museum, See
the National Museum of Natural History

Scholastic Learn at Home

Free online courses for up to three hours per
day. Scholastic has a wide variety of activities
for different grades.



Wellbeats at Home Workouts

Wellbeats at Home continues to remain a popular choice for at home workouts. Even with the Fitness Lodge closed, residents can continue to participate in workout classes that they know and love.

**MAKE
SCREEN
TIME
A GOOD
HABIT**



FITNESS MADE EASY

You have exclusive access to Wellbeats; an on-demand fitness platform with 500+ workouts for all ages, abilities, and interests. No matter where you are in your fitness journey, Wellbeats has a starting place for you.



FITNESS FOR THE WHOLE FAMILY

With workouts for all ages from toddlers to seniors, Wellbeats can be used by all members of the family. Sign in on any device using the same login credentials to access Wellbeats.



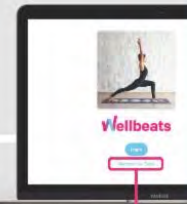
LEARN MORE

To learn how to use Wellbeats, check out the 5 minute Wellbeats Navigation Tour Video at wellbeats.com/faqs.

GET STARTED IN 3 EASY STEPS

STEP 1

Download the Wellbeats App or visit the website portal:
portal.wellbeats.com



STEP 2

On a computer, select 'Register Via Code' and enter invitation code

On mobile, enter invitation code in the 'Enter Username or Email' field after selecting 'Login'



INVITATION CODE

c473ecdb

STEP 3

Play a fitness class!

- ✓ Play Classes On-the-Go
- ✓ Track Progress
- ✓ Find Recommended Classes
- ✓ Join Challenges

Virtual Yoga with Mel

For our yogis that are ready to get back to the mat with a live instructor, residents can join Mel on Tuesday nights for a virtual class! Any age and ability is encouraged to join this series of free yoga classes. Residents can make some room in the living room, spread out their mat and follow along Mel's workout from the comfort of their own homes! Virtual Yoga is hosted through Zoom.

Virtual Yoga

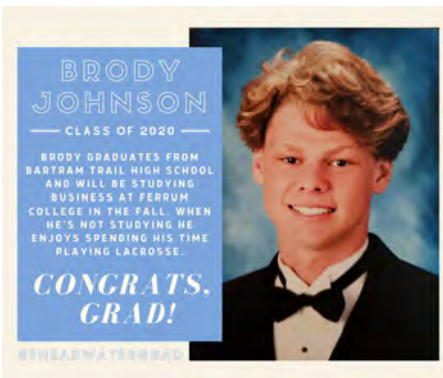
with Mel! **AT 6:00 P.M.**

TUESDAYS
MAY 12, 19 & 26



Honoring our Graduates

With graduation celebrations canceled, we decided to honor our graduates by recognizing their achievement on our private Facebook page. In total, we recognized twelve graduates. It's the least we can do to celebrate this milestone in life with our residents.



Virtual Events

Virtual Storytime with Mr. Jason Woods

Local actor and children's author, Mr. Jason Woods hosted an exclusive Virtual Story Time for our Shearwater residents! Families were encouraged to grab a warm blanket and cuddle up with their neighbors on Zoom to watch Mr. Woods read his story, Tinx Just Stinks and Charlie Doesn't.

Charlie is a celebrity dragon, and it's not because he scuba-dives, skydives, paints or plays the piano. It's not even because of his delicious recipe for banana-spaghetti. It's because when he does a certain something, it smells like freshly baked cookies. People are surprised and amazed by his marvelous scent, traveling miles to get a whiff, and it's made him rich and popular. EVERYONE loves Charlie. Everyone, that is, except Tinx

If you like the book and want to order your own copy, visit

<https://www.mrjasonwoods.com/>

If you would be interested in attending an in-person reading with Jason after this all blows over, leave us a comment below!



1 Comment



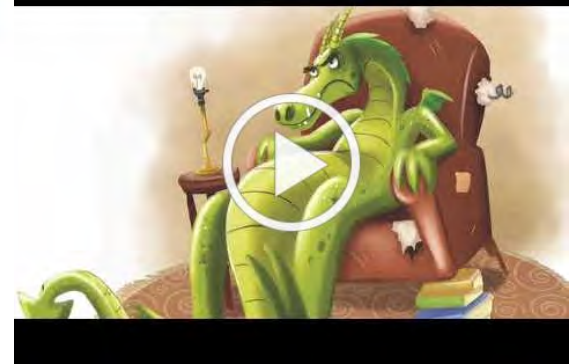
Like



Comment



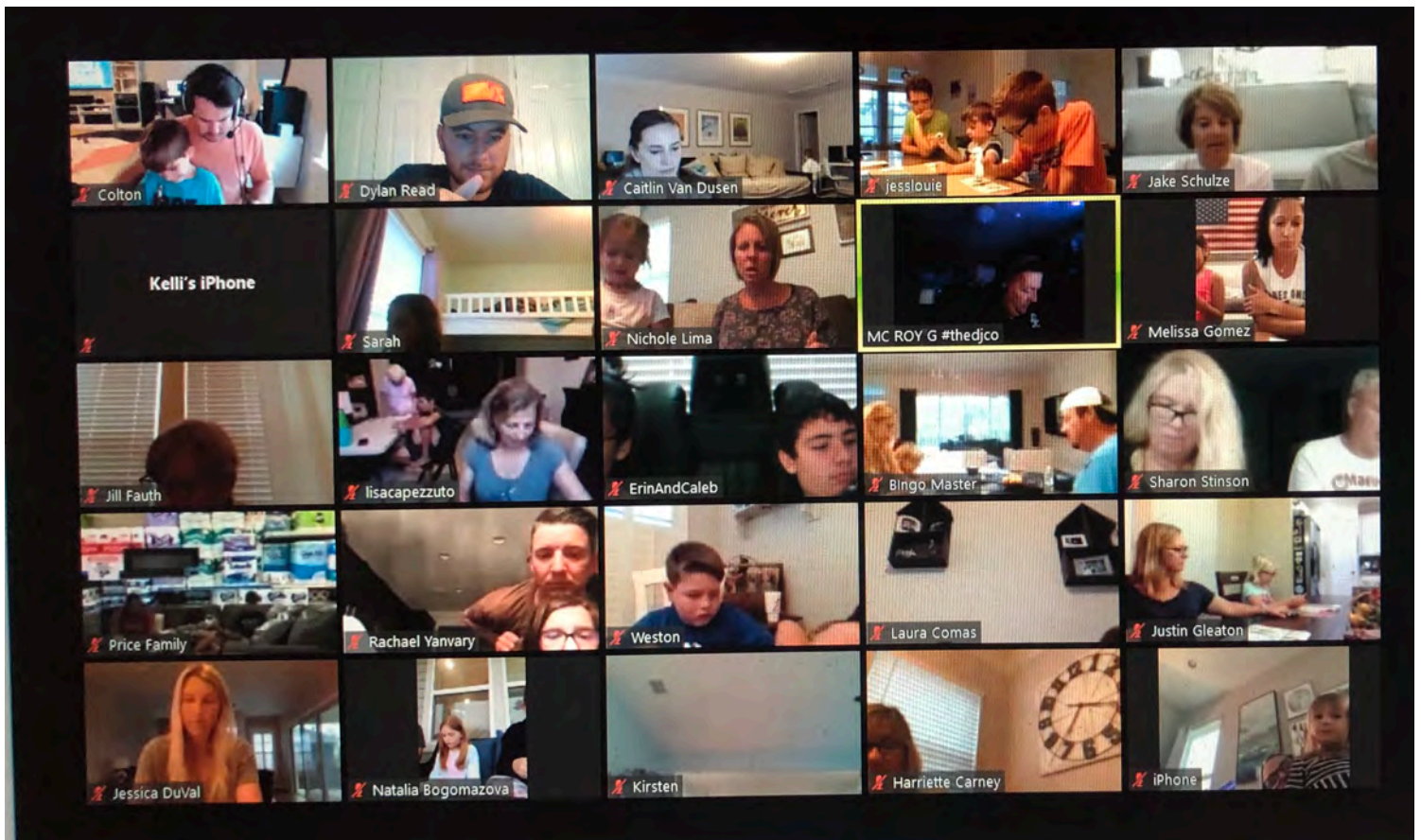
Kylie Marie 🍀 Such a great book! So fun 😊



Virtual Lifestyle

Virtual BINGO

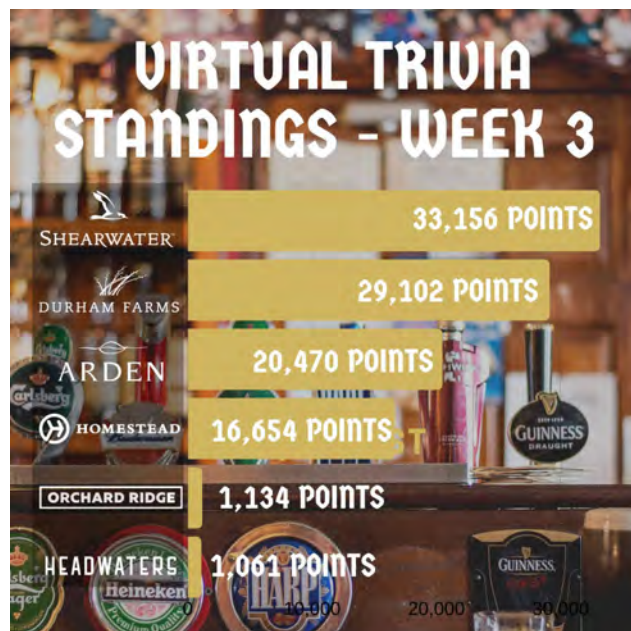
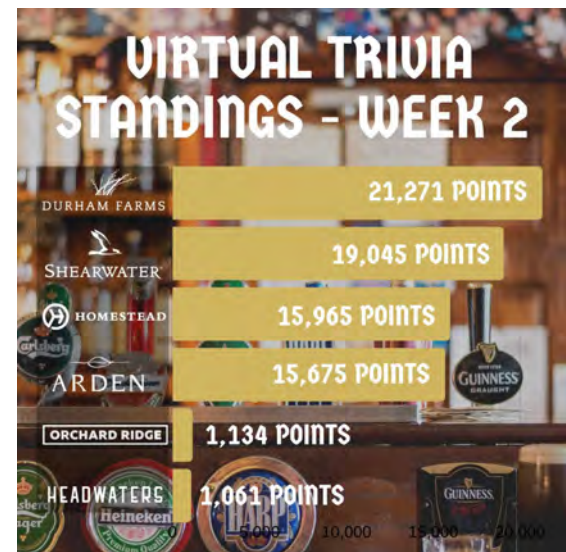
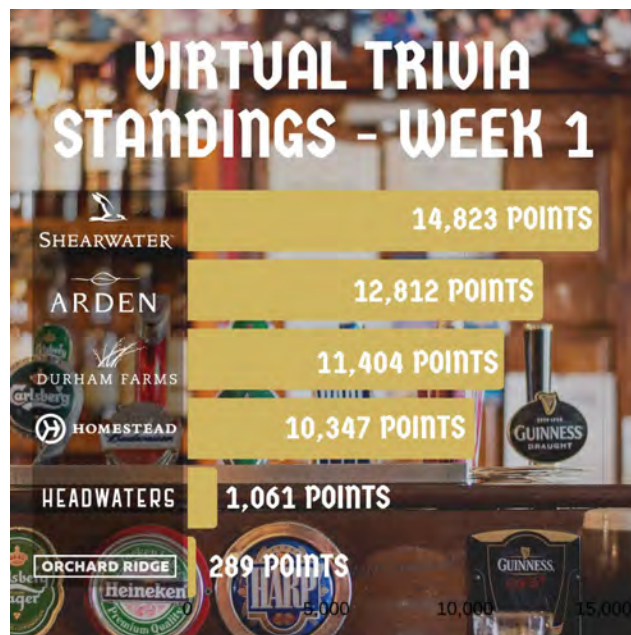
Virtual BINGO continued every Tuesday through mid-May, with a special Cinco de Bingo on May 5! Residents enjoyed checking-in every week to see their neighbors online and compete in a chance to win gift cards to local restaurants.



Virtual Lifestyle

Virtual Trivia

Virtual Trivia continued through mid-May, with Shearwater competing against Durham Farms in the final head-to-head Championship! In the end, Durham Farms won the Championship, but our Shearwater residents had a blast participating!





myshearwater.com

#ShearwaterLife
#ShearwaterLiving
#ShearwaterHappyPlace
#ShearwaterRocks

At **CCMC**, we build **community** by bringing **people** together in the neighborhoods where they **live** and in the offices where we **work**.

Simply put, we create experiences that **connect** people.

Smiles. Harmony. Joy.


CCMC
*Now **this** feels like home.®*

Tab 13



Trout Creek Landscape Report

— **Attention: Rizzetta, Trout Creek Board Members**

Grounds Maintenance

- Crew is performing weekly mowing of all turf areas
- Edging of hard surfaces and plant beds is being performed bi-weekly to maintain crisp edge lines along concrete and plantings.
- Maintenance Crew is completing weekly hand-pull and herbicide applications to control the population of weeds in plant beds.
- We have been utilizing selective herbicides to combat weed growth in jasmine beds throughout the site. Second application is scheduled to be completed the first week of June.
- Nature trails are being serviced in accordance with the contract.

Agronomy

- Slow Release Granular fertilizer was applied to all turf areas on 5-20. Will monitor color improvements over the next few weeks and schedule retreat if needed.
- We continue to have issues with the Sweet Viburnum declining and turning red in color. We completed a granular fertilizer, Micro Nutrients, along with a 20-20-20 liquid fertilizer and systemic insecticide week ending 5-23. We will monitor the color improvements of the Viburnum over the coming weeks.

Landscaping

- Please see attached proposals

TAB 14



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: April 15 & 30, 2020

Biologist: Jim Charles

Client: Trout Creek CDD

Waterways: 15 ponds

Conditions: Partly sunny, 68 F and calm winds.

Entry Pond: Pond was a 9 (very good). Water level is low.



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.



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



Pond 2b: This pond was an 8 (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 a 7 (fair to good condition). Water level is normal. Checked fish barrier.



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



Pond 7b: Pond was a 7 (improved condition). Water level is normal. Treatment of perimeter for cattails, pennywort, spike rush and bacopa last month was effective.



Pond 7c: Pond was an 8 (good condition). Water level is normal. Minor cattail treatment had good results.



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



Pond 9a: Pond was a 7 (fair condition). Water level is normal. Treated perimeter for cattails, torpedo grass and pennywort on the 30th.



Pond 10a: Pond was an 8 (good condition). Water level is normal. Treatment of perimeter for cattails, torpedo grass and maiden cane last month had good results.



Pond 10c: Pond was a 7 (much improved condition). Treatment last month of perimeter and for algae had very good results.



Pond 10d: Pond was a 7 (good condition). Perimeter treatment last month for cattails and torpedo grass had good results.



Jim Charles

TAB 15



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: May 1, 2020

Fountain Tech: Jeff Jackson

Client: Trout Creek CDD

Contact: Jill Flores

The Fountain Towers in Pond 1 were cleaned today. We lightly pressured washed, and brushed the Towers. Before and After Photos are Below.

Fountain Towers Before:



Fountain Towers After:



**Please contact our office with any further questions or comments;
Charles Aquatics 904-997-0044**

District Manager

Tab 16

April 16, 2020

Trout Creek CDD
Rizzetta & Company
Attn: Melissa Dobbins
2806 North Fifth Street, Unit 403
St. Augustine, FL 32084

Dear Ms. Dobbins:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

Trout Creek CDD

1,093 registered voters in St. Johns County

VERY IMPORTANT REMINDER: Qualifying for state and local candidates will occur between Noon: June 8th and Noon: June 12th. Please have any interested candidates contact our office for qualifying information.

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes
Supervisor of Elections

VO/ew

BUSINESS ITEMS

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

*Consideration of
Resolution 2020-11,
Recognizing Contribution
Reduction
(Under Separate Cover)*

Tab 17



March 13, 2020

Trout Creek CDD
c/o Rizzetta and Company
2806 North Fifth Street
St. Augustine, FL 32084

RE: Full Service Reserve Study with Site Inspection
Trout Creek CDD
260 Shearwater Parkway
St. Augustine, FL 32092

Dear Board of Supervisors:

We are very appreciative for the opportunity to perform a full reserve study with site inspection and recommendations for Trout Creek CDD. We are a team of knowledgeable reserve analysts with extensive experience and take pride in performing reserve studies. The reserve study will project costs and funding for a 30 year time frame for all common areas and improvements.

Trout Creek CDD commenced operations in 2014. The community started home construction soon after and construction has been gradual since inception. The community is comprised of single family homes and townhomes. There will be 2,582 owners at build-out. The community has an amenity campus with a pool area, waterslide, clubhouse and tennis courts that are the main amenities to the community. The CDD consists of 997.90 acres and is located in St. Augustine, St. Johns County, Florida. After a review of plats, aerials, and county records, we recommend the following reserve items be included in the report:

- **Tennis Courts (4)**
- **Clubhouse**
- **Fitness Center**
- **Pool Area and Equipment**
- **Waterslide**
- **Playground**
- **Sidewalks/Trails**
- **Entry Monuments/Features**
- **Stormwater Drainage**
- **Ponds**
- **Dog Park**
- **Garden Center**
- **Boardwalks**
- **Fountains**
- **Streets and Parking Areas**
- **Golf Pathways**
- **Landscaping and Irrigation**
- **Any Other Items Specified by You**

The physical analysis portion of the reserve study will include a reserve item component list, remaining life, useful life, current cost, future cost of all reserve items as well as any site recommendations. The financial analysis portion of the study will include allowances for your interest income, taxes and projected changes in building costs. The pooled method and component method (if applicable) will be used and presented to derive the funding schedules.



Scope of Service

Our scope of service for a full service reserve study with site inspection that includes all expenses consists of:

- Site inspection of common areas and improvements with both a Certified General Contractor and a CAI-designated Reserve Specialist (Both are degreed engineers).
- Our user-friendly reserve study report that includes narrative, photographs, pooled method cash flow plan, component method plan (if applicable), reserve item component cost, remaining life, and useful life inventory. The report projects costs and funding for 30 years using localized costs.
- Percent Funded Analysis. This compares what you have in reserve funds to what the ideal amount should be, something many reserve studies do not include.
- One site meeting with management or the board on the day of inspection, if requested.
- Electronic copies of the report. Electronic copies can also be requested any time in the future by email. A hard copy is available free of charge upon request.
- Revisions or amendments of reports for up to 90 days from the first submission of the report. We welcome all feedback. (It is not uncommon for there to be one or two refinements of the report to meet your specific requirements).
- Accessibility. Call, write, or email us any time and you will receive prompt follow-up. We aim to exceed expectations and consider customer service our top priority.
- 30 year cash flow plan in the report.
- Review of plats, drawings, and site aerials.



Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We both inspect all properties and have provided detailed analysis of over 300,000 single family, apartment, villa, townhome, and condominium units. Our high repeat customer rate indicates high customer satisfaction. We have prepared reserve studies and insurance appraisals for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, office condominiums, medical condominiums, townhouse developments, single family residential homeowners associations, community development districts, and special use facilities.

We both hold engineering degrees from fully accredited universities. Paul is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465 with over 30 years of experience in each. Steven is one of approximately only 200 people nationwide that have earned the designation of Reserve Specialist (RS) from the Community Associations Institute and is a State Certified General Real Estate Appraiser License Number RZ 3479. He has also been a speaker at CAI functions discussing reserves and budgeting. To learn more, please visit us on the web at www.reservestudyfl.com and visit our articles section for more than 50 articles about reserves, funding, and budgeting.

A partial list of our clients include:

- Greenacre Properties
- Standard Pacific Homes
- Leland Management
- M/I Homes
- Associa Gulf Coast
- Sentry Management
- Starwood Land Ventures
- Management & Associates
- Resource Property Management
- Condominium Associates
- Insurance Office of America
- Argus Property Management
- Creative Management
- Many Other Individually Managed Associations
- The Mahaffey Apartment Company
- Rizzetta & Company
- First Service Residential
- Brown & Brown Insurance
- Taylor Morrison Homes
- Vanguard Management Group
- Lennar Homes
- McNeil Management Services
- Development Planning and Financing Group
- Qualified Property Management
- Avid Property Management
- Southshore Property Management
- Terra Management Services



Experience

Here is a short list of communities we have conducted reserve studies for, showing experience with various construction types, building systems, and community amenities:

Fishhawk CDD I, CDD II, CDD III, & CDD IV, Lithia, Florida

Fishhawk Ranch is a large planned community consisting of approximately 3000 acres in Lithia, Florida. It is comprised of numerous single family home subdivisions as well as a few townhome subdivisions. There are many community amenities including swimming pools, clubhouses, tennis courts, playgrounds, fitness centers, a banquet center, running trails, parks, and various others. The District also maintains the ponds, stormwater drainage, and the entry areas. There are a total of 6,286 members.

Heritage Harbour South CDD, Bradenton, Florida

Heritage Harbour South CDD is comprised of single family residential and multifamily residences. The community started construction in 2002 and construction finished in 2006. Overall, there are 1,523 units. The CDD maintains the baseball field and recreation area. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 980.79 acres in Bradenton, Florida.

Venetian CDD, Venice, FL

Venetian CDD commenced operations in September 2002. The Venetian Golf and River Club has 1,377 lots planned primarily for single family residential development as well as a small amount of multi-family development. The River Club recreation area was built in 2004 and includes a clubhouse, kitchen and banquet facilities, fitness center, pool area, tennis courts, as well as other amenities. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 964 acres.

Riverwood CDD, Port Charlotte, FL

Riverwood CDD started development in the mid 1990s and most of the construction was complete over the next decade. The District maintains an amenity campus with a clubhouse/athletic center, pool area, tennis, and shuffleboard courts. The district also owns an off-site Beach Club on Manasota Key in Englewood. The Beach Club was built in 2003 and acquired in 2014. Additionally, the District also maintains the streets, potable water system, reclaimed water system, sewer system (and plant), and stormwater drainage.

Two Creeks CDD, Middleburg, FL

Two Creeks has 624 platted lots planned for single family residential development and encompasses 625 acres. The community was platted in June 2007. Within the district, there is a recreation comprised of a clubhouse, pool area, 2 tennis courts, a basketball court, playgrounds, and a volleyball court. The community also maintains the ponds, stormwater drainage, and the entry areas.



Services

The fee schedule for the current assignment is as follows, please sign below to confirm your acceptance:

Full Service Reserve Study with Site Inspection (Level-1) \$6,000

We will provide you with electronic copies of the report of your choice. Payment will be due at the first submission of the report. The report will be completed within eight weeks of our firm receiving this engagement letter signed and faxed or emailed to our office.

Thank you again for the opportunity to present our proposal to you.

Sincerely,

Paul Gallizzi
Florida General Contractor #CGC-019465
State-Certified General Appraiser RZ110

Steven Swartz, RS
Reserve Specialist Designation No. 214
State-Certified General Appraiser RZ3479

Accepted by Signature:

Date

Accepted by Printed Name:

Tab 18

RESOLUTION 2020-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Trout Creek Community Development District ("**District**") prior to June 15, 2020, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: _____, 2020

HOUR: _____

The hearing may be conducted remotely, pursuant to _____ media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69 and 20-123, issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. In the event that conditions allow the meeting to be held in person, it will be held at the following location:

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

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

PASSED AND ADOPTED THIS 2nd DAY OF JUNE, 2020.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

SUPERVISOR REQUESTS

ADJOURNMENT