

WILFORD PRESERVE
Community Development District

MAY 16, 2019

Wilford Preserve

Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092

Phone: 904-940-5850 - Fax: 904-940-5899

May 10, 2019

Board of Supervisors
Wilford Preserve
Community Development District

Dear Board Members:

The Wilford Preserve Community Development District Meeting is scheduled for **Thursday, May 16, 2019 at 1:30 p.m. at Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065**. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment
- III. Financing Matters – A Bonds
 - A. Consideration of Supplemental Engineer's Report
 - B. Consideration of Supplemental Assessment Report
 - C. Consideration of Delegation Resolution 2019-02
 1. Second Supplemental Trust Indenture
 2. Bond Purchase Agreement
 3. Preliminary Official Statement
 4. Continuing Disclosure Agreement
- IV. Approval of Minutes of the April 18, 2019 Meeting
- V. Consideration of Resolution 2019-03, Approving the Proposed Budget for Fiscal Year 2020 and Setting a Public Hearing Date for Adoption
- VI. Staff Reports
 - A. District Counsel
 - B. District Engineer – Ratification of Requisition Nos. 50-53
 - C. District Manager
- VII. Consideration of Financial Reports
 - A. Balance Sheet and Income Statement
 - B. Funding Request No. 12
- VIII. Supervisors' Requests and Audience Comments
- IX. Next Scheduled Meeting – June 20, 2019 at 1:30 p.m. at the Plantation Oaks Amenity Center
- X. Adjournment

The third order of business is financing matters related to the issuance of the A bonds. Enclosed for your review and approval are copies of resolution 2019-02 and its exhibit the second supplemental

indenture. The engineer's report, supplemental assessment report, bond purchase agreement, PLOM, and continuing disclosure agreement will be provided under separate cover.

Enclosed for review and approval under the third order of business is a copy of the minutes from the April 18, 2019 meeting.

The fifth order of business is consideration of resolution 2019-03, approving the proposed budget for fiscal year 2020 and setting a public hearing date for adoption. Copies of the budget and resolution are enclosed for your review and approval.

Copies of the financial reports and the funding requests are enclosed under the seventh order of business.

The balance of the agenda is routine in nature and staff will present their reports.

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) 940-5850.

Sincerely,

Daniel Laughlin

Daniel Laughlin
District Manager
Wilford Preserve Community
Development District

AGENDA

*Wilford Preserve
Community Development District
Agenda*

Thursday
May 16, 2019
1:30 p.m.

Plantation Oaks Amenity Center
845 Oakleaf Plantation Parkway
Orange Park, Florida 32065
Call In # 1-888-394-8197 Code 343382

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X. Adjournment

THIRD ORDER OF BUSINESS

C.

RESOLUTION 2019-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$8,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019A (THE "SERIES 2019A BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2019A BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2019A BONDS; APPOINTING THE UNDERWRITER; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT OF PURCHASE WITH RESPECT TO THE SERIES 2019A BONDS AND AWARDED THE SERIES 2019A BONDS TO THE UNDERWRITER NAMED THEREIN PURSUANT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2019A BONDS AND APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT AND THE APPOINTMENT OF A DISSEMINATION AGENT; DESIGNATING THE SERIES 2019A BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" WITHIN THE MEANING OF SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE; PROVIDING FOR THE APPLICATION OF SERIES 2019A BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2019A BONDS; MAKING CERTAIN DECLARATIONS; APPOINTING A TRUSTEE; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Wilford Preserve Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform

Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Ordinance No. 2017-9 of the Board of County Commissioners of Clay County, Florida (the "County"), enacted on February 28, 2017, and effective on March 3, 2017;

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the design, acquisition and/or construction of certain improvements pursuant to the Act (the "Capital Improvement Program"); and

WHEREAS, the District duly adopted Resolution No. 2018-05 on March 5, 2018 (the "Initial Resolution"), authorizing, among other things, the issuance in one or more series of not to exceed \$22,000,000 aggregate principal amount of its Special Assessment Bonds; and

WHEREAS, the District has determined to issue its Wilford Preserve Community Development District Special Assessment Bonds, Series 2019A (the "Series 2019A Bonds"), for the purpose, among other things, of providing funds for the payment of the costs of a portion of the District's Capital Improvement Program (the "Series 2019A Project"); and

WHEREAS, the District desires to designate the Series 2019A Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto (the "Code"); and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Series 2019A Bonds and submitted to the Board:

(i) a form of Second Supplemental Trust Indenture ("Second Supplement"), between U.S. Bank National Association, as Trustee (the "Trustee"), and the District attached hereto as **Exhibit A**;

(ii) a form of Contract of Purchase with respect to the Series 2019A Bonds between MBS Capital Markets, LLC (the "Underwriter") and the District attached hereto as **Exhibit B** (the "Contract of Purchase"), together with the form of disclosure statements attached to the Contract of Purchase in accordance with Section 218.385, Florida Statutes;

(iii) the form of Preliminary Limited Offering Memorandum attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum"); and

(iv) a form of Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), among the District, Dream Finders Homes LLC (the "Developer"), and Government Management Services, LLC, as dissemination agent, attached hereto as **Exhibit D**.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Wilford Preserve Community Development District, as follows:

Section 1. Authorization, Designation and Principal Amount of the Series 2019A Bonds. There are hereby authorized and directed to be issued the Series 2019A Bonds, in the aggregate principal amount of not to exceed \$8,000,000, for the purposes, among others, of providing funds for the payment of all or a portion of the costs of the Series 2019A Project. The purchase price of the Series 2019A Bonds shall be received and receipted by the District, or the Trustee on behalf of the District, and the Trustee shall apply the proceeds of the Series 2019A Bonds as set forth in the Master Trust Indenture between the District and the Trustee, as supplemented by the Second Supplement (together, the "Indenture") and the Limited Offering Memorandum (as defined below).

Section 2. Designation of Attesting Members. The Chair or the Secretary of the Board of Supervisors (the "Board") of the District, or in the case of the absence of either or the inability to act of either, the Vice Chair or Assistant Secretaries and members of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chair or Vice Chair of the Board as they appear on the Series 2019A Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Series 2019A Bonds and in connection with the application of the proceeds thereof.

Section 3. Details of the Series 2019A Bonds. The District hereby determines that the Series 2019A Bonds shall be dated, have such interest payment dates, have such maturities, have such redemption provisions and bear interest at such rates, all as provided in the Indenture.

Section 4. Trust Indenture. The District hereby approves and authorizes the execution by the Chair or any Designated Member and the Secretary and the delivery of the Second Supplement in substantially the form thereof attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Second Supplement attached hereto.

Section 5. Appointment of Underwriter; Negotiated Sale. MBS Capital Markets, Inc. is hereby appointed the underwriter of the Series 2019A Bonds (the "Underwriter"). The Series 2019A Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined by the District that a negotiated sale of the Series 2019A Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interest of the District and is necessitated by, in general, the characteristics of the issue and prevailing market conditions and specifically, the following additional reasons: (i) because of the complexity of the financing structure of the Series 2019A Bonds and the institutional market for unrated securities such as the Series 2019A Bonds, it is desirable to sell the Series 2019A Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters; (ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Series 2019A Bonds, it is in the best interests of the District to sell the Series 2019A Bonds by a negotiated sale; (iii) the Underwriter has participated in

structuring the issuance of the Series 2019A Bonds and can assist the District in attempting to obtain the most attractive financing for the District; and (iv) the District will not be adversely affected if the Series 2019A Bonds are not sold pursuant to a competitive sale.

Section 6. Contract of Purchase.

(i) The District hereby approves the form of the Contract of Purchase submitted by the Underwriter and attached as **Exhibit B** hereto, and the sale of the Series 2019A Bonds by the District upon the terms and conditions to be set forth in the Contract of Purchase and in compliance with (ii) below. Provided the provisions of subparagraph (ii) have been complied with, the Chair or a Designated Member are each hereby authorized, acting individually, to execute the Contract of Purchase and to deliver the Contract of Purchase to the Underwriter. The Contract of Purchase shall be in substantially the form of the Contract of Purchase attached hereto as **Exhibit B** with such changes, amendments, modifications, omissions and additions as may be approved by the Chair or the Designated Member. The disclosure statements of the Underwriter as required by Section 218.385 of the Florida Statutes, to be delivered to the District prior to the execution of the Contract of Purchase, a copy of which is attached as an exhibit to the Contract of Purchase, will be entered into the official records of the District. Execution by the Chair or a Designated Member of the Contract of Purchase shall be deemed to be conclusive evidence of approval of such changes;

(ii) Receipt by the Chair of a written offer to purchase the Series 2019A Bonds by the Underwriter substantially in the form of the Contract of Purchase, said offer to provide for, among other things, (A) the issuance of not exceeding \$8,000,000 initial aggregate principal amount of Series 2019A Bonds at an interest rate of not to exceed the rate computed by adding 300 basis points to the Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the Series 2019A Bonds are sold, (B) an underwriter's discount of not more than 2% of the aggregate principal amount, excluding any original issue discount or bond premium, (C) the final maturity of the Series 2019A Bonds shall not be later than May 1, 2050, and (D) the Series 2019A Bonds shall be subject to an optional call by the District no later than May 1, 2030.

Section 7. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum. The District hereby authorizes and approves the distribution and use of the Preliminary Limited Offering Memorandum in substantially the form submitted to this meeting and attached hereto as **Exhibit C** in connection with the limited offering for sale of the Series 2019A Bonds. The preparation of a final Limited Offering Memorandum is hereby approved and the Chair or any Designated Member is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2019A Bonds, and upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2019A Bonds. The Limited Offering Memorandum shall be substantially in the form as the Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Designated Member as necessary to conform to the details

of the Series 2019A Bonds, the Contract of Purchase and such other insertions, modifications and changes as may be approved by the Chair or Designated Member. The execution and delivery of the Limited Offering Memorandum by the Chair shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2019A Bonds. The District hereby authorizes the Chair or a Designated Member to deem "final" the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard.

Section 8. Continuing Disclosure. The District does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chair or a Designated Member substantially in the form presented to this meeting and attached hereto as **Exhibit D** with a dissemination agent and the Developer. The Continuing Disclosure Agreement is being executed by the District in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5). Governmental Management Services, LLC is hereby appointed as the initial Dissemination Agent to perform the duties required under the Continuing Disclosure Agreement.

Section 9. Appointment of Trustee. U.S. Bank National Association is hereby appointed to serve as Trustee, Paying Agent, Registrar and Authenticating Agent under the Indenture.

Section 10. Application of Bond Proceeds. The proceeds of the Series 2019A Bonds shall be applied as provided in the Second Supplement, which uses may include, but not be limited to, (i) paying all or a portion of the costs of the Series 2019A Project, (ii) paying certain capitalized interest on the Series 2019A Bonds, (iii) funding the Debt Service Reserve Account of the Debt Service Reserve Fund for the Series 2019A Bonds, and (iv) paying the costs of issuance of the Series 2019A Bonds.

Section 11. Open Meetings. It is found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution were taken in an open meeting of the members of the Board of Supervisors of the District and that all deliberations of the members of the Board of Supervisors of the District which resulted in such formal action were taken in meetings open to the public, in full compliance with all legal requirements.

Section 12. Further Official Action; Ratification of Prior and Subsequent Acts. The Chair, the Secretary and each member of the Board of Supervisors of the District and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Series 2019A Bonds, any documents required in connection with implementation of a book-entry system of registration, any agreements with the Developer and any agreements in connection with maintaining the exclusion of interest on the Series 2019A Bonds from gross income of the holders thereof) and to

do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chair or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Chair or any Designated Member may, among other things, authorize the change of the date of any document accompanying this Resolution as an exhibit or incorporate the information and details related to the sale and pricing of the Series 2019A Bonds including any required changes to the District engineer's report or its assessment methodology. Execution by the Chair or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date or the incorporation of information and details relating to the sale and pricing of the Series 2019A Bonds. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 13. Bank Qualified. The District hereby designates the Series 2019A Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. The District and any subordinate entities of the District and any issuer of “tax-exempt” debt that issues “on behalf of” the District do not reasonably expect during calendar year 2019 to issue more than \$10,000,000 of “tax-exempt” obligations, including the Series 2019A Bonds, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

Section 14. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 15. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 16. Engineer’s Report. The Board hereby approves of changes to the Engineer’s Report previously approved by the Board and also authorizes further revisions and supplements to the Engineer’s Report with respect to the marketing and sale of the Series 2019A Bonds relating to the Series 2019A Project.

Section 17. Assessment Methodology Report. The Board authorizes further modifications and supplements to the Assessment Methodology Report previously approved by the Board to conform such report to the marketing and sale of the Series 2019A Bonds.

Section 18. Ratification of Initial Resolution. Except to the extent hereby modified, the Initial Resolution of the District is hereby ratified, confirmed and approved in all respects.

Section 19. Repealing Clause. All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 20. Effective Date. This Resolution shall take effect immediately upon its adoption.

[End of Resolution – Signature page to follow]

PASSED in Public Session of the Board of Supervisors of Wilford Preserve Community Development District, this 16th day of May, 2019.

**WILFORD PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

Attest:

Secretary/Assistant Secretary,
Board of Supervisors

Chair,
Board of Supervisors

EXHIBIT A

FORM OF SECOND SUPPLEMENT

EXHIBIT B

FORM OF CONTRACT OF PURCHASE

EXHIBIT C

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

EXHIBIT D

FORM OF CONTINUING DISCLOSURE AGREEMENT

1.

SECOND SUPPLEMENTAL TRUST INDENTURE

BETWEEN

WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of June 1, 2019

Authorizing and Securing

[\$_____]

WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT
(Clay County, Florida)
Special Assessment Bonds, Series 2019A

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THIS SECOND SUPPLEMENTAL TRUST INDENTURE dated as of June 1, 2019 (the “Second Supplemental Indenture”), between **WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT** (the “Issuer” or the “District”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association having the authority to exercise corporate trust powers, with its designated corporate trust office located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust (said bank and any bank or trust company becoming successor trustee under this Second Supplemental Indenture being hereinafter referred to as the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance No. 2017-9 of the Board of County Commissioners of Clay County, Florida (the “County”), enacted on February 28, 2017, and effective on March 3, 2017, for the purpose, among other things, of financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, the premises governed by the Issuer (referred to herein as the “District Lands”) are described more fully in Exhibit A to the Master Trust Indenture dated as of July 1, 2018 (the “Master Indenture”), between the District and the Trustee, and currently consists of approximately 265 acres of land located entirely within the County; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and construction of certain public infrastructure and associated professional fees and incidental costs related thereto pursuant to the Act for the special benefit of the District Lands (as further described in Exhibit B to the Master Indenture, the “Capital Improvement Program”); and

WHEREAS, the Board of Supervisors of the Issuer (the “Board”) duly adopted Resolution No. 2018-05 on March 5, 2018 (the “Initial Bond Resolution”), authorizing, among other things, the issuance, in one or more series, of not to exceed \$22,000,000 aggregate principal amount of its Wilford Preserve Community Development District Special Assessment Bonds in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Capital Improvement Program; and

WHEREAS, the District's Resolution 2019-02 was duly adopted by the Board on May 16, 2019, authorizing, among other things, the sale of its Special Assessment Bonds, Series 2019A (the "Series 2019A Bonds") which are issued hereunder, as a Series of Bonds under, and as defined in, the Master Indenture, and has authorized the execution and delivery of this Second Supplemental Indenture to secure the issuance of the Series 2019A Bonds and to set forth the terms of the Series 2019A Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2019A Bonds to: (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2019A Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2019A Bonds; (iii) make a deposit into the Series 2019A Debt Service Reserve Account which account will be held for the benefit of all of the Series 2019A Bonds, without privilege or priority of one Series 2019A Bond over another; and (iv) pay the interest to become due on the Series 2019A Bonds on November 1, 2019; and

WHEREAS, the Series 2019A Bonds will be secured by a pledge of the Pledged Revenues (as hereinafter defined) to the extent provided herein, which Pledged Revenues consist primarily of the Series 2019A Special Assessments (as hereinafter defined) levied on that portion of the District Lands benefitted by the Series 2019A Project; and

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2019A Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2019A Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2019A Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to the Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2019A Bonds issued hereunder and any other amounts owed hereunder, and any Bonds issued on a parity with the Series 2019A Bonds, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2019A Bonds issued and to be issued under this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Second Supplemental Indenture) of any one

Series 2019A Bond over any other Series 2019A Bond, all as provided in the Indenture (as hereinafter defined), and any Bonds issued on a parity with the Series 2019A Bonds.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2019A Bonds issued, and any Bonds issued on a parity with the Series 2019A Bonds, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2019A Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Second Supplemental Indenture to be and remain in full force and effect.

ARTICLE I

DEFINITIONS

In this Second Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“Acquisition Agreement” shall mean that certain Acquisition Agreement (Series 2019A Bonds), dated June __, 2019, by and between the District and the Developer.

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate of the Issuer, dated June __, 2019, relating to certain restrictions on arbitrage under the Code.

“Assessment Methodology” shall mean, collectively, the Wilford Preserve Community Development District Master Special Assessment Methodology Report dated March 5, 2018, as supplemented by the **[Wilford Preserve Community Development District Final Numbers Supplemental Special Assessment Methodology Report for the Special Assessment Bonds Series 2019A dated [_____] , 2019]**, relating to the Series 2019A Bonds, including, without limitation, all exhibits and appendices thereto.

“Assessment Resolutions” shall mean Resolution Nos. 2018-03, 2018-04, 2018-09, and 2019-__, of the Issuer adopted March 5, 2018, March 5, 2018, April 12, 2018, and June __, 2019, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2019A Bonds, \$5,000 or any integral multiple thereof; provided however, that the Series 2019A Bonds shall be

delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000.

“Collateral Assignment” shall mean the Collateral Assignment and Assumption Agreement (2019A Bonds), dated June __, 2019, by the Developer in favor of the Issuer.

“Completion Agreement” shall mean the Completion Agreement by and between the District and Dream Finders Homes, LLC, dated June __, 2019, as such agreement may be modified from time to time.

“Declaration of Consent” shall mean the Declaration of Consent to Jurisdiction of Wilford Preserve Community Development District and to Imposition of Special Assessments, dated June __, 2019, delivered by the Developer.

“Designated Member” shall mean, in the case of the absence or inability of the Chair to act, the Vice Chair, Secretary, or any Assistant Secretary.

“Developer” shall mean DFC Wilford, LLC, a Florida limited liability company, and any affiliate or any entity which succeeds its interests and assumes any or all of the responsibilities of said entity, as the developer of the District Lands.

“District Manager” shall mean the person or entity serving as the Issuer’s District Manager from time to time. The initial District Manager shall be Governmental Management Services, LLC.

“Engineer’s Report” shall mean the Engineering Report dated February 23, 2018 (“Master Engineer’s Report”), and the **[Supplemental Engineering Report dated [_____] , 2019, both prepared by Taylor & White, Inc.,]** as amended and supplemented from time to time.

“Indenture” shall mean, collectively, the Master Indenture and this Second Supplemental Indenture.

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing November 1, 2019.

“Methodology Consultant” shall mean, initially, Governmental Management Services, LLC, or such successor Methodology Consultant appointed by the District.

“Paying Agent” shall mean the Trustee, and its successors and assigns as Paying Agent hereunder.

“Pledged Revenues” shall mean, with respect to the Series 2019A Bonds (a) all revenues received by the Issuer from the Series 2019A Special Assessments levied and collected on the Series 2019A Lands, including, without limitation, amounts received from any foreclosure

proceeding for the enforcement of collection of such Series 2019A Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2019A Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (A) any moneys transferred to the Rebate Fund, or investment earnings thereon and (B) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A) and (B) of this proviso).

“Registrar” shall mean the Trustee, and its successors and assigns as Registrar hereunder.

“Regular Record Date” shall mean the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

“Resolution” shall mean, collectively, Resolution 2018-05 of the Issuer adopted on March 5, 2018, as supplemented by Resolution 2019-02 of the Issuer adopted on May 16, 2019.

“Second Supplemental Indenture” shall mean this Second Supplemental Trust Indenture dated as of June 1, 2019, by and between the Issuer and the Trustee, as supplemented or amended.

“Series 2019A Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

“Series 2019A Bond Redemption Fund” shall mean the Series 2019A Bond Redemption Fund established pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2019A Costs of Issuance Subaccount” shall mean the Account so designated, established as a separate Subaccount within the Series 2019A Acquisition and Construction Account pursuant to Section 4.01(a) of this Second Supplemental Indenture.

“Series 2019A Debt Service Reserve Account” shall mean the Account so designated, established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Second Supplemental Indenture.

“Series 2019A Debt Service Reserve Requirement” shall mean, an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2019A Bonds as of any date of calculation as provided for herein, which initially is \$[_____].

“Series 2019A General Account” shall mean the Account so designated, established as a separate Account under the Series 2019A Bond Redemption Fund pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2019A Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Indenture.

“Series 2019A Lands” shall mean that portion of the District Lands subject to the lien of the Series 2019A Special Assessments.

“Series 2019A Prepayment” shall mean the payment by any owner of property of the amount of Series 2019A Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments and prepayments which become due pursuant to the “true-up” mechanism contained in the Assessment Resolutions and the True-Up Agreement. “Series 2019A Prepayments” shall include, without limitation, Series 2019A Prepayment Principal.

“Series 2019A Prepayment Account” shall mean the Account so designated, established as a separate Account under the Series 2019A Bond Redemption Fund pursuant to Section 4.01(f) of this Second Supplemental Indenture.

“Series 2019A Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2019A Special Assessments being prepaid.

“Series 2019A Principal Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this Second Supplemental Indenture.

“Series 2019A Project” shall mean the portion of the Capital Improvement Program (as described in the Engineer's Report) financed with proceeds of the Series 2019A Bonds, which includes stormwater management improvements, utility improvements, transportation improvements, landscape and hardscape improvements, and recreation improvements.

“Series 2019A Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Second Supplemental Indenture.

“Series 2019A Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Second Supplemental Indenture.

“Series 2019A Special Assessments” shall mean the Special Assessments levied on that portion of the District Lands specially benefitted by the Series 2019A Project or any portion thereof, which assessments correspond in amount to the debt service on the Series 2019A Bonds.

“Substantially Absorbed” shall mean the date on which a principal amount of the Series 2019A Special Assessments equaling at least ninety percent (90%) of the then Outstanding principal amount of the Series 2019A Bonds are levied on the Series 2019A Lands with respect

to which a certificate of occupancy has been issued for a structure thereon. Satisfaction of the foregoing definition shall be evidenced by the delivery by the Issuer to the Trustee of a written certificate of the Methodology Consultant to such effect and upon which the Trustee may conclusively rely.

“True-Up Agreement” shall mean the True-Up Agreement (2019A Bonds), between the District and the Developer, dated June __, 2019.

“Trustee” shall mean U.S. Bank National Association a national banking association, and its successors and assigns.

“Uniform Method” shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the forms of Series 2019A Bonds), refer to the entire Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by a Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

ARTICLE II

THE SERIES 2019A BONDS

SECTION 2.01. Amounts and Terms of Series 2019A Bonds; Issue of Series 2019A Bonds. No Series 2019A Bonds may be issued under this Second Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2019A Bonds that may be issued under this Second Supplemental Indenture is expressly limited to \$[_____]. The Series 2019A Bonds shall be numbered consecutively from RA-1 and upwards.

(b) Any and all Series 2019A Bonds shall be issued substantially in the form attached as **Exhibit C** to the Master Indenture, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution and this Second Supplemental Indenture. The Issuer shall issue the Series 2019A Bonds upon execution of this Second Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the

Master Indenture; and the Trustee shall, at the Issuer's written request, authenticate such Series 2019A Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2019A Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2019A Bonds shall be authenticated as set forth in the Master Indenture. No Series 2019A Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2019A Bonds.

(a) The Series 2019A Bonds are being issued hereunder in order to provide funds to (i) pay the Costs of the Series 2019A Project; (ii) fund the Series 2019A Debt Service Reserve Account which account will be held for the benefit of all of the Series 2019A Bonds, without privilege or priority of one Series 2019A Bond over another; (iii) pay the costs of issuance of the Series 2019A Bonds; and (iv) pay the interest to become due on the Series 2019A Bonds on November 1, 2019.

(b) The Series 2019A Bonds shall be designated "Wilford Preserve Community Development District (Clay County, Florida) Special Assessment Bonds, Series 2019A," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(c) The Series 2019A Bonds shall be dated the date of original issuance thereof. Interest on the Series 2019A Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2019A Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2019, in which case from the date of original issuance of the Series 2019A Bonds, or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(d) Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture in connection with a book-entry only system of registration of the Series 2019A Bonds, the principal or Redemption Price of the Series 2019A Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2019A Bonds. Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture in connection with a book-entry only system of registration of the Series 2019A Bonds, the payment of interest on the Series 2019A Bonds shall be made on each Interest Payment Date to the Owners of the Series 2019A Bonds by check or

draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2019A Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2019A Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given by Electronic Means or mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to giving such notices, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, but subject to the provisions of Section 2.11 of the Master Indenture, any Owner of Series 2019A Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

SECTION 2.05. Debt Service on the Series 2019A Bonds.

(a) The Series 2019A Bonds will mature on the dates, be issued as three (3) term Bonds in the principal amounts and bear interest at the rates per annum, subject to the right of prior redemption in accordance with their terms, as follows:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
	\$ _____	_____ %
	\$ _____	_____ %
	\$ _____	_____ %

(b) Interest on the Series 2019A Bonds will be computed in all cases on the basis of a 360-day year comprised of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2019A Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2019A Bond Proceeds. From the net proceeds of the Series 2019A Bonds received by the Trustee, which shall be \$[_____] (reflecting the aggregate principal amount of the Series 2019A Bonds of \$[_____] [less an original discount of \$[_____] and less an underwriter's discount of \$[_____] retained by the purchaser of the Series 2019A Bonds);

(a) \$[_____], which is an amount equal to the initial Series 2019A Debt Service Reserve Requirement, shall be deposited in the Series 2019A Debt Service Reserve Account of the Debt Service Reserve Fund; and

(b) \$[_____] shall be deposited into the Series 2019A Costs of Issuance Subaccount of the Series 2019A Acquisition and Construction Account and applied to pay costs of issuance of the Series 2019A Bonds; and

(c) \$[_____] shall be deposited into the Series 2019A Capitalized Interest Subaccount and applied to pay capitalized interest on the Series 2019A Bonds payable on November 1, 2019; and

(d) \$[_____], constituting all remaining proceeds of the Series 2019A Bonds, shall be deposited in the Series 2019A Acquisition and Construction Account of the Acquisition and Construction Fund to be applied to pay Costs of the Series 2019A Project in accordance with Article V of the Master Indenture.

SECTION 2.07. Book-Entry Form of Series 2019A Bonds. The Series 2019A Bonds shall be issued as one fully registered bond per maturity and deposited with The Depository Trust Company, New York, New York ("DTC"), which is responsible for establishing and maintaining records of ownership for its participants.

The Issuer shall enter into a letter of representations with DTC providing for such book-entry only system, in accordance with the provisions of Section 2.11 of the Master Indenture. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository and in that event all references to DTC or Cede & Co. shall be deemed to be references to its respective successor. If the Issuer does not replace DTC within sixty (60) days of such termination and, in all instances, prior to the next Interest Payment Date, the Trustee will, at the expense of the Issuer, register and deliver to the Beneficial Owners replacement Series 2019A Bonds in the form of fully registered Series 2019A Bonds in accordance with the instructions from Cede & Co. While the Series 2019A Bonds are registered in book-entry only, presentation of the Series 2019A Bonds is not necessary for payment thereon.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2019A Bonds, and hereby appoints the Trustee, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. The Trustee hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints the Trustee as Paying Agent for the Series 2019A Bonds. The Trustee hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to the Issuance of the Series 2019A Bonds.
In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2019A Bonds, all the Series 2019A Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;
- (b) Executed originals of the Master Indenture and this Second Supplemental Indenture;
- (c) An opinion of Counsel to the District addressed to the District, the Trustee and the Underwriter substantially to the effect that (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to undertake the Series 2019A Project being financed with the proceeds of the Series 2019A Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to construct, acquire, own and operate the Series 2019A Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2019A Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2019A Special Assessments, and (v) the Series 2019A Special Assessments are legal, valid and binding liens upon the property against which such Series 2019A Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;
- (d) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2019A Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture; and
- (e) Executed copies of the Acquisition Agreement, Collateral Assignment, Completion Agreement and True-Up Agreement.

Delivery to the Trustee of the net proceeds from the issuance and sale of the Series 2019A Bonds is conclusive evidence of the satisfaction of the conditions precedent for authentication of the Series 2019A Bonds.

ARTICLE III

REDEMPTION OF SERIES 2019A BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2019A Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2019A Bonds shall be made on the dates hereinafter required. If less than all the Series 2019A Bonds are to be redeemed pursuant to an optional redemption or an extraordinary mandatory redemption, the portions of the Series 2019A Bonds to be redeemed shall be selected as provided in Section 8.03 of the Master Indenture unless specifically provided herein. Partial redemptions of Series 2019A Bonds shall be made in such a manner that the remaining Series 2019A Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2019A Bond of each maturity.

(a) Optional Redemption. The Series 2019A Bonds may, at the option of the Issuer in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 20__ (less than all Series 2019A Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2019A Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2019A Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2019A Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2019A Prepayments deposited into the Series 2019A Prepayment Account of the Series 2019A Bond Redemption Fund following the payment in whole or in part of Series 2019A Special Assessments on any portion of the Series 2019A Lands in accordance with the provisions of Section 4.05(a) of this Second Supplemental Indenture, including any excess moneys transferred from the Series 2019A Debt Service Reserve Account to the Series 2019A Prepayment Account of the Series 2019A Bond Redemption Fund resulting from such Series 2019A Prepayment pursuant to Section 4.01(f)(ii) of this Second Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2019A Project, by application of moneys remaining in the Series 2019A Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2019A Project, which has been transferred as specified in Section 4.01(a) hereof to the Series 2019A General Account of the Series 2019A Bond Redemption Fund, credited toward extinguishment of the Series 2019A Special Assessments and applied toward the redemption of the Series 2019A Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2019A Special Assessments which the Issuer shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2019A Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2019A Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2019A General Account of the Series 2019A Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2019A Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2019A Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2019A Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2019A General Account of the Series 2019A Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2019A Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2019A Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2019A Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2019A Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2019A Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Master Indenture with respect to the Series 2019A Bonds.

(c) Mandatory Sinking Fund Redemption. The Series 2019A Bond maturing on May 1, 20__, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Sinking Fund Installment	Year May 1	Sinking Fund Installment
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* Final Maturity.

The Series 2019A Bond maturing on May 1, 20__, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Sinking Fund Installment	Year May 1	Sinking Fund Installment
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* Final Maturity.

The Series 2019A Bond maturing on May 1, 20__, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2019A Sinking Fund Account established under the Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year May 1	Sinking Fund Installment	Year May 1	Sinking Fund Installment
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* Final Maturity.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2019A Bonds under any provision of this Second Supplemental Indenture or directed to redeem Series 2019A Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2019A Bonds to be redeemed notice of the redemption, as set forth in Section 8.02 of the Master Indenture.

ARTICLE IV

ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2019A Acquisition and Construction Account.” Proceeds of the Series 2019A Bonds shall be deposited into the Series 2019A Acquisition and Construction Account in the amount set forth in Section 2.06(c) of this Second Supplemental Indenture, together with any excess moneys transferred to the Series 2019A Acquisition and Construction Account, and such moneys in the Series 2019A Acquisition and Construction Account shall be applied as set forth in Article V of the Master Indenture and Sections 4.01(a) and 3.01(b)(ii) of this Second Supplemental Indenture. After the Completion Date of the Series 2019A Project and after retaining in the Series 2019A Acquisition and Construction Account the amount, if any, of all remaining unpaid Costs of the Series 2019A Project set forth in the Consulting Engineer’s Certificate establishing such Completion Date, any funds remaining in the Series 2019A Acquisition and Construction Account shall be transferred to and deposited into the Series 2019A General Account of the Series 2019A Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2019A Bonds, and the Series 2019A Acquisition and Construction Account shall be closed.

There is hereby established within the Series 2019A Acquisition and Construction Account of the Acquisition and Construction Fund held by the Trustee a “Series 2019A Costs of Issuance Subaccount.” Amounts in the Series 2019A Costs of Issuance Subaccount shall be applied by the Trustee to pay the costs relating to the issuance of the Series 2019A Bonds. Six months after the date of issuance of the Series 2019A Bonds, any moneys remaining in the Series 2019A Costs of Issuance Subaccount which have not been requisitioned by the Issuer to pay costs relating to the issuance of the Series 2019A Bonds shall be deposited into the Series 2019A Acquisition and Construction Account and applied as set forth in Article V of the Master Indenture and Section 4.01(a) of this Second Supplemental Indenture, and the Series 2019A Costs of Issuance Subaccount shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the “Series 2019A Revenue Account.” Series 2019A Special Assessments (except for Series 2019A Prepayments which shall

be identified as such by the Issuer to the Trustee to be deposited in the Series 2019A Prepayment Account) shall be deposited by the Trustee into the Series 2019A Revenue Account which shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2019A Principal Account." Moneys shall be deposited into such Account as provided in Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2019A Interest Account." Within the Series 2019A Interest Account the Trustee shall establish a "Series 2019A Capitalized Interest Subaccount." Proceeds of the Series 2019A Bonds shall be deposited into such Subaccount in the Series 2019A Interest Account in the amount set forth in Section 2.06(c) of this Second Supplemental Indenture. The Trustee shall pay from the Series 2019A Capitalized Interest Subaccount interest due on the Series 2019A Bonds on November 1, 2019. Moneys deposited into the Series 2019A Interest Account pursuant to the Master Indenture and Section 4.02 of this Second Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2019A Sinking Fund Account." Moneys shall be deposited into such Account as provided in Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture and applied for the purposes provided therein and in Sections 3.01(c) of this Second Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish an Account within the Debt Service Reserve Fund designated as the "Series 2019A Debt Service Reserve Account."

(i) Notwithstanding the foregoing paragraph, unless an Event of Default has not been cured has occurred (in which case any credits from the Debt Service Reserve Fund resulting from optional payments of Series 2019A Special Assessments shall not be applicable), upon an optional prepayment, proceeds of the Series 2019A Bonds shall be deposited into the Series 2019A Debt Service Reserve Account in the amount set forth in Section 2.06(a) of this Second Supplemental Indenture, which account will be held for the benefit of all of the Series 2019A Bonds, without privilege or priority of one Series 2019A Bond over another, and such moneys, together with any other moneys deposited into such Account pursuant to the Master Indenture, shall be applied for the purposes provided therein and in this Section 4.01(f). On the date that is forty-five (45) days prior to each Interest Payment Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee

shall determine the amounts on deposit in the Series 2019A Debt Service Reserve Account and transfer any excess therein (except for excess resulting from interest earnings and excess resulting from Series 2019A Prepayments as provided in Section 4.01(f)(ii) below) above the Series 2019A Debt Service Reserve Requirement, as follows: (A) prior to the Completion Date of the Series 2019A Project, to the Series 2019A Acquisition and Construction Account of the Acquisition and Construction Fund, and (B) on and after the Completion Date of the Series 2019A Project, such amounts shall be transferred to the Series 2019A Revenue Account of the Revenue Fund.

(ii) Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred and has not been cured, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2019A Special Assessment against such lot or parcel as provided in Section 4.05(a) of this Second Supplemental Indenture, the District, on the date that is forty-five (45) days prior to each Interest Payment Date (or, if such date is not a Business Day, on the Business Day next preceding such day), shall determine the Series 2019A Debt Service Reserve Requirement, taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit in the Series 2019A Debt Service Reserve Account in excess of the Series 2019A Debt Service Reserve Requirement (except for excess resulting from interest earnings) from the Series 2019A Debt Service Reserve Account to the Series 2019A Prepayment Account of the Series 2019A Bond Redemption Fund, as a credit against the Series 2019A Prepayment, otherwise required to be made by the owner of such lot or parcel. If the District fails to provide such transfer direction as provided in this subparagraph (ii), Trustee may assume any excess in the Series 2019A Debt Service Reserve Account above the Series 2019A Debt Service Reserve Requirement shall be transferred as provided in Section 4.01(f)(i) hereof.

(iii) Earnings on investments in the Series 2019A Debt Service Reserve Account shall be disposed of as follows:

(A) If as of the last date on which amounts on deposit in the Series 2019A Debt Service Reserve Account were valued by the Trustee there was a deficiency in the Series 2019A Debt Service Reserve Account, or if after such date withdrawals have been made from the Series 2019A Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2019A Debt Service Reserve Account shall be deposited to the credit of the Series 2019A Debt Service Reserve Account until the amounts on deposit therein equal the Series 2019A Debt Service Reserve Requirement; and

(B) As long as no notice of an Event of Default under the Indenture has been delivered to the Trustee and the amount in the Series 2019A Debt Service Reserve Account is not reduced below the then Series 2019A Debt Service Reserve Requirement then earnings on investments in such Account shall be applied as follows: (x) prior to the Completion Date of the Series 2019A

Project, to the Series 2019A Acquisition and Construction Account of the Acquisition and Construction Fund, and (y) on and after the Completion Date of the Series 2019A Project, to the Series 2019A Revenue Account of the Revenue Fund.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Fund designated as the "Series 2019A Bond Redemption Fund" and within such Fund, a "Series 2019A General Account" and a "Series 2019A Prepayment Account." Except as otherwise provided in this Second Supplemental Indenture, moneys to be deposited into the Series 2019A Bond Redemption Fund as provided in Article VI of the Master Indenture shall be deposited to the Series 2019A General Account of the Series 2019A Bond Redemption Fund. Series 2019A Prepayments shall be identified as such by the Issuer to the Trustee to then be deposited directly into the Series 2019A Prepayment Account of the Series 2019A Bond Redemption Fund, as provided in Section 4.01(b) above.

(h) (i) Moneys in the Series 2019A General Account (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund for the Series 2019A Bonds, if any, as the Issuer may direct in writing in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate. Any moneys so transferred from the Series 2019A General Account to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for redemption pursuant to Section 3.01(b)(ii), (iii), and (iv) hereof an amount of Series 2019A Bonds equal to the amount of money transferred to the Series 2019A General Account pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the written direction of a Responsible Officer, to call for redemption such Series 2019A Bonds that are subject to optional redemption pursuant to Section 3.01(a) hereof such amount of Series 2019A Bonds as, with the redemption premium, if any, may be practicable; provided, however, that not less than \$5,000 principal amount of Bonds shall be called for redemption at one time.

(ii) Moneys in the Series 2019A Prepayment Account of the Series 2019A Bond Redemption Fund (including all earnings on investments therein) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2019A Bonds equal to the amount of money transferred to the Series 2019A Prepayment Account pursuant to the aforesaid provision, for the

purpose of such extraordinary mandatory redemption on the dates and at the prices provided in Section 3.01(b)(i) hereof.

SECTION 4.02. Series 2019A Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2019A Revenue Account of the Revenue Fund, to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, not later than the Business Day preceding each May 1 and November 1, to the Series 2019A Interest Account of the Debt Service Fund, an amount from the Series 2019A Revenue Account equal to the interest on the Series 2019A Bonds due on such May 1 or November 1, less any amounts on deposit in the Series 2019A Interest Account not previously credited; provided, however, that the Trustee shall pay interest first coming due on the Series 2019A Bonds from the Series 2019A Capitalized Interest Subaccount as provided in Section 4.01(d) of this Second Supplemental Indenture.

SECOND, no later than the Business Day next preceding each May 1, to the Series 2019A Principal Account of the Debt Service Fund, an amount from the Series 2019A Revenue Account equal to the principal amount of Series 2019A Bonds Outstanding and maturing on such May 1, if any, less any amounts on deposit in the Series 2019A Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, to the Series 2019A Sinking Fund Account of the Debt Service Fund, an amount from the Series 2019A Revenue Account equal to the principal amount of Series 2019A Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2019A Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day next succeeding each Interest Payment Date, to the Series 2019A Debt Service Reserve Account an amount from the Series 2019A Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2019A Debt Service Reserve Requirement;

FIFTH, notwithstanding the foregoing, at any time the Series 2019A Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2019A Interest Account the amount necessary to pay interest on the Series 2019A Bonds subject to redemption on such date; and

SIXTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2019A Revenue Account unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee in writing to make such deposit thereto.

On or after each November 2, the Trustee shall transfer to the Issuer, at the Issuer's written direction, the balance on deposit in the Series 2019A Revenue Account on such November 2 to be used for any lawful purpose of the Issuer; provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2019A Debt Service Reserve Account shall be equal to the Series 2019A Debt Service Reserve Requirement and, provided, further, that no notice of an Event of Default under the Indenture has been delivered to the Trustee, including the payment of Trustee's fees and expenses then due.

SECTION 4.03. Power to Issue Series 2019A Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2019A Bonds, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit of the Series 2019A Bonds to the extent set forth herein. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2019A Bonds, except for Bonds issued to refund all or a portion of the Series 2019A Bonds. The Series 2019A Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2019A Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Series 2019A Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete the Series 2019A Project, as described in the Engineer's Report, in accordance with the plans and specifications therefor, as such plans and specifications may be amended by the Issuer from time to time; provided that prior to any such amendment of the plans and specifications for the Series 2019A Project, the Consulting Engineer shall have delivered its certificate approving the proposed amendment to such plans and specifications.

SECTION 4.05. Prepayments; Removal of Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2019A Special Assessments may, at its option, or under certain circumstances described in the Assessment Resolutions in connection with Series 2019A Prepayments derived from application of the "true-up" mechanism therein, require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2019A Special Assessments by paying to the Issuer all or a portion of the Series 2019A Special Assessment which shall constitute Series 2019A Prepayments as directed in writing by the Issuer pursuant to the provisions of Section 4.01(h)(ii) of this Second Supplemental Indenture, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within forty-five (45) calendar days before a Interest Payment Date), attributable to the property subject to Series 2019A Special Assessment owned by such owner; provided, however, to the extent that such payments are to be used to redeem Series 2019A Bonds in the event the amount in the Series 2019A Debt Service Reserve Account will exceed the Series 2019A Debt Service Reserve Requirement as a result of a Series 2019A Prepayment in accordance with this

Section 4.05(a) and the resulting redemption in accordance with Section 3.01(b)(i) of this Second Supplemental Indenture of Series 2019A Bonds, the excess amount above the Series 2019A Debt Service Reserve Requirement shall be transferred from the Series 2019A Debt Service Reserve Account to the Series 2019A Prepayment Account of the Series 2019A Bond Redemption Fund, as a credit against the Series 2019A Prepayment otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of a Responsible Officer of the Issuer stating that, after giving effect to such transfers, sufficient moneys will be on deposit in the Series 2019A Debt Service Reserve Account to equal or exceed the Series 2019A Debt Service Reserve Requirement and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of Series 2019A Bonds, there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2019A Bonds that will remain Outstanding. The written instructions shall be delivered to the Trustee on the 46th day prior to an Interest Payment Date.

(b) Upon receipt of Series 2019A Prepayments as described in paragraph (a) above, which includes accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within forty-five (45) calendar days before an Interest Payment Date), subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee and clearly identify in writing such amounts as a Series 2019A Prepayment, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Series 2019A Special Assessment has been paid in whole or in part and that such Series 2019A Special Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the Issuer, the Trustee shall immediately deposit the same into the Series 2019A Prepayment Account of the Series 2019A Bond Redemption Fund to be applied in accordance with Section 4.01(h)(ii) of this Second Supplemental Indenture, to the redemption of Series 2019A Bonds in accordance with Section 3.01(b)(i) of this Second Supplemental Indenture.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2019A Bonds pursuant to Section 3.01(b)(i) 45 calendar days prior to each Interest Payment Date.

ARTICLE V

ADDITIONAL COVENANTS OF THE ISSUER

SECTION 5.01. Collection of Series 2019A Special Assessments. Notwithstanding Section 9.04 of the Master Trust Indenture, the Series 2019A Special Assessments shall be directly collected and enforced by the Issuer pursuant to the provisions of the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto; provided, however, Series 2019A Special Assessments levied on platted lots and pledged hereunder to

secure the Series 2019A Bonds will be collected pursuant to the Uniform Method pursuant to Section 9.04 of the Master Trust Indenture. The Issuer covenants to enter into a Property Appraiser and Tax Collector Agreement with the County in order to comply with the provisions of this Section.

Notwithstanding the immediately preceding paragraph or any other provision in the Indenture to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the written direction of the Majority Owners of the Series 2019A Bonds, requests that the Issuer not use the Uniform Method, but instead collect and enforce Series 2019A Special Assessments pursuant to another available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto, then the Issuer shall collect and enforce said Series 2019A Special Assessments in the manner and pursuant to the method so requested by the Trustee.

Any Series 2019A Special Assessments that are not collected pursuant to the Uniform Method shall be billed semi-annually directly to the applicable landowner and be payable not later than March 15, and September 15, as applicable.

SECTION 5.02. Additional Covenant Regarding Series 2019A Special Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in the Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2019A Special Assessments, including the Assessment Resolution and the Assessment Methodology, and to levy the Series 2019A Special Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2019A Bonds, when due. The Assessment Methodology and the Assessment Resolution shall not be amended in a manner that materially impacts the methodology used therein without written consent of the Majority Owners of the Series 2019A Bonds.

SECTION 5.03. Foreclosure of Assessment Lien. Notwithstanding Section 9.06 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2019A Special Assessments and Series 2019A Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2019A Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2019A Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2019A Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2019A Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Owners of the Series 2019A Bonds, but shall not be obligated, to direct the District with respect to any action taken

pursuant to this Section. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2019A Revenue Account. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2019A Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Series 2019A Bonds.

SECTION 5.04. No Parity Bonds; Limitation on Parity Liens. The Issuer covenants and agrees that so long as there are any Series 2019A Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Pledged Revenues, except for refunding bonds. The Issuer further covenants and agrees that so long as the Series 2019A Special Assessments have not been Substantially Absorbed, it shall not issue any Bonds secured by Special Assessments for capital projects on lands subject at such time to the Series 2019A Special Assessments without the consent of the Majority Owners; provided, however, that the foregoing shall not preclude the imposition of Special Assessments for capital projects necessary for health, safety, and welfare reasons, to remediate a natural disaster, or imposed prior to the issuance of the Series 2019A Bonds.

SECTION 5.05. Reserved.

SECTION 5.06. Acknowledgment Regarding Series 2019A Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Series 2019A Bonds, the Series 2019A Bonds are payable solely from the Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2019A Bonds, (i) the Pledged Revenues include, without limitation, all amounts on deposit in the Series 2019A Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Pledged Revenues may not be used by the Issuer (whether to pay Costs of the Series 2019A Project or otherwise) without the consent of the Majority Owners of the Series 2019A Bonds and (iii) the Pledged Revenues may be used by the Trustee, at the written direction or with the written approval of the Majority Owners of the Series 2019A Bonds, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture or as otherwise provided in the Master Indenture.

SECTION 5.07. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the written direction of the Majority Owners of the Series 2019A Bonds shall have the authority to act on

behalf of, and in the District's stead, to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners of the Series 2019A Bonds, or the Trustee at the written direction of the Majority Owners of the Series 2019A Bonds, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

SECTION 5.08. Assignment of District's Rights Under Collateral Assignment. The District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of Bonds Outstanding under the Indenture. The Trustee shall act in accordance with the written directions of the Majority Owners of the Series 2019A Bonds.

SECTION 5.09. Application of Section 9.31 of Master Indenture. With respect to the Series 2019A Bonds, the covenants of Section 9.31 of the Master Indenture shall not require the Issuer to impose additional assessments, taxes, or other similar amounts, the imposition of which would require an action of the governing body of the Issuer.

ARTICLE VI

MISCELLANEOUS PROVISIONS

SECTION 6.01. Interpretation of Supplemental Indenture. This Second Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2019A Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Second Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Supplemental Indenture shall be read and construed as one document.

SECTION 6.02. Amendments. Any amendments to this Second Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 6.03. Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Second Supplemental Indenture are hereby incorporated herein and made a part of this Second Supplemental Indenture for all purposes.

SECTION 6.05. Payment Dates. In any case in which an Interest Payment Date, principal payment date or the maturity date of the Series 2019A Bonds or the date fixed for the redemption of any Series 2019A Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the

next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 6.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2019A Bonds.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Wilford Preserve Community Development District has caused this Second Supplemental Trust Indenture to be executed by the Chair of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary of its Board of Supervisors and U.S. Bank National Association has caused this Second Supplemental Trust Indenture to be executed by one of its Vice Presidents, all as of the day and year first above written.

SEAL

**WILFORD PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

By: _____
Chair, Board of Supervisors

Secretary, Board of Supervisors

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

By: _____
Vice President

MINUTES

MINUTES OF MEETING
WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of the Wilford Preserve Community Development District was held on Thursday, April 18, 2019 at 1:30 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065.

Present and constituting a quorum were:

Jordan Beall	Vice Chairman
Shannon Ray	Supervisor
Jeff Sweet	Supervisor

Also present were:

Daniel Laughlin	District Manager
Wes Haber	District Counsel (by phone)
Glynn Taylor	District Engineer
Rhonda Mossing	MBS Capital Markets

FIRST ORDER OF BUSINESS

Call to Order

Mr. Laughlin called the meeting to order at 1:45 p.m.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes of the March 21, 2019 Meeting

There were no comments on the minutes.

On MOTION by Ms. Ray seconded by Mr. Sweet with all in favor the minutes of the March 21, 2019 meeting were approved.

FOURTH ORDER OF BUSINESS

Consideration of Supplement to Investment Banking Agreement with MBS Capital Markets, LLC

Ms. Mossing stated when we issued the bonds last year you approved our original agreement and we promised when we were ready to do the next bond series we would bring back the supplement to the agreement and that's what you have before you today and it's for

the purpose of issuing the A bonds. Last year we issued B bonds. We ask the board to approve this agreement so that we can start working on that bond issue.

On MOTION by Ms. Ray seconded by Mr. Sweet with all in favor the supplement to the investment banking agreement with MBS Capital Markets, LLC was approved.

Ms. Mossing stated some of the board members may be new or may not be familiar with the bonds that were issued last year and the process that we went through so what I'm handing out to you now is a presentation to get you up to date on where we've been, where we are now and where we're going. Back in April 2018 the board held a public hearing and adopted special assessments in the total amount of \$21,535,000 pursuant to a master special assessment report that was prepared by your assessment consultant and then in June of 2018 the board authorized the issuance and validation of \$22,000,000 special assessment bonds that was approved through the circuit court. On June 21, 2018 the board approved the delegation resolution authorizing the issuance of the 2018 B-bonds, which you've been using for construction since then, that was in the amount of \$6,230,000 with a ten-year maturity and that interest rate is at 5.75%. In case the board isn't familiar with an A/B bond structure, the way that works is the A bonds are designed to be the long-term assessments that get passed through to the homeowners and they are collected on the county's annual tax bill so all of those assessments that come in from each of those platted lots pays the debt service annually on the A-bonds. The B-bonds are designed to be pay down assessments and that's why they have a short ten-year maturity. The A-bonds that we are considering issuing now will have a 30-year maturity. The B-bonds are paid down with each lot closing that you have and it will be on the closing statement as a payment to the CDD to pay off that debt by the time every lot is sold. In theory if you built the same number of lots that you originally planned the B-bonds are defeased and that would probably be long before the 10-year maturity date based upon your development schedule. Based upon the bond financing table that we had back in May 2018 the board anticipated issuing the A-bonds on or near May 1, 2019 and based upon the timetable we have on our schedule today we are looking at closing in June so we are pretty much on schedule. Page four shows the approved capital improvement plan that was prepared by your District Engineer and it is broken down between phases one and two with a total of

\$14,751,000. Page five shows you the adopted assessments that the district approved at the assessment proceedings and what those assessments look like it's an average of \$1,200 per unit per year and that is what will amortize the A-bonds when they get issued. On page six you will see a schedule, it's called a sources and uses of funds, and this is what we use in the bond financing world to show you how all of the money is allocated in the issuance of the bonds and it shows you what we did back in July for the B-bonds when we issued \$6,230,000 and how much was deposited to the project fund, which was about \$5,400,000, and then part of it went to capitalized interest and that is interest that is due on the bonds until such time the District starts collecting assessments. It shows the average coupon, maturity, and the number of units. Similarly, I have a column next to it that shows the A-bonds. We were anticipating issuing about \$7,650,000 to fund the project fund of \$6,600,000 with the capitalized interest, the reserve funds and the cost of issuance all identified there. In all of the analysis that we've done for the last year when we're talking about the A-bonds we were assuming an interest rate of 5.5% and that's what we're doing here as well but when we go into the market based upon today's market rates we will probably be closer to 5.25% because rates have been falling and they are probably better now than they've been in a long time. You will see that on page seven. It shows you the overview of the market and what we call the 30-year MMD, which is the municipal money index. It shows you that right now we're down at about a 2.69 as of April 10th. The CDD bonds usually trade for a certain number of basis points over the MMD. For example, this says 2.69 and we would typically trade about 225 to 250 basis points over that index so that gives you an idea of the highs that were back in November of 3.46 and now we're down to 2.69 so it's a good market right now. If we can get these issued within the next 60 days we would probably be in pretty good shape. Table nine shows the next steps. Today the board is approving the investment banking agreement and I've reviewed with you the structure of the bonds we've been working with Dream Finders on for the last year. The board will authorize the preparation of the bond documents and at the next meeting you will approve a delegation resolution that sets out the parameters of the bonds for us to enter into the bond market. We will then market and price the bonds and then at your June meeting we will pre-close and then two days later close on the bonds so the plan is to close before the end of June. Page ten gives you basically the same next steps in a timetable that outlines the board meeting dates. The board meetings for May and for June are going to be two important meetings we

will need you to hold. The May meeting will be to consider the engineer's report, special assessment report and the delegation resolution. All of those will go into the offering document that's prepared for us to be able to market the bonds. Then after the board meeting once you've set the parameters we will finalize the bonds documents, then we will go ahead and print, market and price the bonds. We will need the chairman available to sign the BPA on or around sometime during the week of June 3rd. We will come back for a pre-closing on the A-bonds at your June 20th board meeting and since we need two days between pre-closing and closing we will actually close the bonds and fund on Monday, June 24th. Some of the board members may be making summer vacation plans so if you could keep your district manager posted if you're going to be out of town any time during the months of May and June because if the chairman, for example, is not available we will get the vice chairman to sign and if the secretary is not available we will get an assistant secretary to sign but we will set the documents up to allow for that. I think all of the other board members are assistant secretaries.

FIFTH ORDER OF BUSINESS**Acceptance of the Fiscal Year 2018 Audit**

Mr. Laughlin stated I just want to read a couple things into the record. On the first page at the bottom you have the auditor's opinion and it says, "In our opinion the financial statements referred to above present fairly in all material respects. The respective financial position of the governmental activities and each major fund of the district as of September 30, 2018 and the respective changes and financial position thereof for the fiscal year then ended in accordance with accounting principals generally accepted in the United States of America." That's basically saying they've followed the rules for the audit. On page 22 in the fourth paragraph it says, "Given these limitations during our audit we did not identify any deficiencies in internal control that we consider to be a material weakness", so it was a good audit.

On MOTION by Mr. Sweet seconded by Mr. Beall with all in favor the Fiscal Year 2018 audit was accepted.

SIXTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

There being none, the next item followed.

B. District Engineer – Ratification of Requisition Nos. 27-49

Mr. Laughlin stated we've enclosed the summary of requisitions so you can see the requisition number, the payee, the amount and the purpose of the requisition. We're looking at ratifying numbers 27 through 49.

On MOTION by Ms. Ray seconded by Mr. Sweet with all in favor requisition numbers 27 through 49 were ratified.

Mr. Taylor stated construction is proceeding other than having a bit of a problem with Clay County conduits. We've gotten two of them taken care of and we have to work on the other one.

C. District Manager

Mr. Laughlin stated per statute we have to report the number of registered voters in the district. Wilford has zero registered voters.

SEVENTH ORDER OF BUSINESS**Consideration of Financial Reports****A. Balance Sheet and Income Statement**

Mr. Laughlin stated the financial reports are in your agenda package.

B. Funding Request No. 11

Mr. Laughlin stated funding request number 11 is in the amount of \$8,955.60.

On MOTION by Mr. Sweet seconded by Ms. Ray with all in favor Funding Request number 11 was approved.

EIGHTH ORDER OF BUSINESS**Supervisors' Requests and Audience Comments**

There being none, the next item followed.

NINTH ORDER OF BUSINESS**Next Scheduled Meeting – May 16, 2019 at 1:30 p.m. at the Plantation Oaks Amenity Center**

Mr. Laughlin stated our next meeting is going to be on May 16th at 1:30.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Ray seconded by Mr. Sweet with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

RESOLUTION 2019-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2019/2020 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 Wilford Preserve Community Development District (“**District**”) prior to June 15, 2019, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”); 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 WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2019/2020 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 for the following date, hour and location:

DATE: _____

HOUR: _____

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Clay 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 16th DAY OF MAY, 2019.

ATTEST:

**WILFORD PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Fiscal Year 2020 Proposed Budget

*Wilford Preserve Community
Development District*

May 16, 2019



Wilford Preserve

Community Development District

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Wilford Preserve

Community Development District

<i>Description</i>	<i>Adopted Budget FY 2019</i>	<i>Actual Thru 4/30/19</i>	<i>Projected Next 5 Months</i>	<i>Total Projected 9/30/19</i>	<i>Proposed Budget FY 2020</i>
<u>Revenues</u>					
<i>Developer Contributions</i>	\$106,975	\$44,308	\$46,248	\$90,556	\$106,475
<i>Total Revenues</i>	\$106,975	\$44,308	\$46,248	\$90,556	\$106,475
<u>Expenditures</u>					
<u>Administrative</u>					
<i>Engineering</i>	\$15,000	\$0	\$7,500	\$7,500	\$15,000
<i>Arbitrage</i>	\$600	\$0	\$300	\$300	\$600
<i>Dissemination</i>	\$3,500	\$2,042	\$1,458	\$3,500	\$3,500
<i>Attorney</i>	\$20,000	\$4,303	\$9,697	\$14,000	\$20,000
<i>Annual Audit</i>	\$5,000	\$4,100	\$0	\$4,100	\$4,500
<i>Trustee Fees</i>	\$4,000	\$0	\$4,000	\$4,000	\$4,000
<i>Management Fees</i>	\$45,000	\$26,250	\$18,750	\$45,000	\$45,000
<i>Information Technology</i>	\$1,200	\$700	\$500	\$1,200	\$1,200
<i>Website Compliance</i>	\$0	\$1,750	\$0	\$1,750	\$0
<i>Telephone</i>	\$100	\$79	\$50	\$129	\$300
<i>Postage</i>	\$1,500	\$220	\$500	\$720	\$1,500
<i>Printing & Binding</i>	\$1,000	\$441	\$559	\$1,000	\$1,000
<i>Insurance</i>	\$5,800	\$5,500	\$0	\$5,500	\$6,100
<i>Legal Advertising</i>	\$2,500	\$292	\$1,000	\$1,292	\$2,500
<i>Other Current Charges</i>	\$600	\$135	\$100	\$235	\$600
<i>Office Supplies</i>	\$1,000	\$55	\$100	\$155	\$500
<i>Dues, Licenses & Subscriptions</i>	\$175	\$175	\$0	\$175	\$175
<i>Total Expenditures</i>	\$106,975	\$46,042	\$44,514	\$90,556	\$106,475
<i>Excess Revenues (Expenditures)</i>	\$0	(\$1,734)	\$1,734	(\$0)	\$0

Wilford Preserve
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2020

REVENUES:

Developer Contributions

It is presently anticipated that the District will enter into a Funding Agreement with the Developer to fund all General Fund Expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Engineering Fees

The District's engineer will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

Arbitrage

The District is required to have an annual arbitrage rebate calculation on the District's Bonds. The District will contract with an independent auditing firm to perform the calculations.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Attorney

The District's legal counsel will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

Annual Audit

The District is required to annually conduct an audit of its financial records by an Independent Certified Public Accounting Firm. The fee is based on similar Community Development Districts and includes the GASB 34 pronouncement.

Trustee Fees

The District will issue bonds to be held with a Trustee at a qualified Bank. The amount of the trustee fees is based on the agreement between the Bank and the District.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Information Technology

The cost related to District's accounting and information systems, District website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Wilford Preserve
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2020

Website Compliance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website by October 1, 2015 to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS, LLC and updated monthly.

Telephone

The cost of telephone and fax machine service.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance

The District will obtain a General Liability & Public Officials Liability Insurance policy with a firm that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses that incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Wilford Preserve
Community Development District

Debt Service Fund
Series 2018B

<i>Description</i>	<i>Proposed Budget FY 2019</i>	<i>Actual Thru 4/30/19</i>	<i>Projected Next 5 Months</i>	<i>Total Projected 9/30/19</i>	<i>Proposed Budget FY 2020</i>
<i>Revenues</i>					
<i>Assessments</i>	\$358,226	\$179,113	\$179,113	\$358,226	\$358,226
<i>Interest Income</i>	\$1,000	\$698	\$500	\$1,198	\$1,000
<i>Carry Forward Surplus*</i>	\$97,549	\$97,549	\$0	\$97,549	\$180,344
<i>Total Revenues</i>	\$456,775	\$277,360	\$179,613	\$456,973	\$539,570
<i>Expenditures</i>					
<i>Series 2018B</i>					
<i>Interest - 11/01</i>	\$97,517	\$97,517	\$0	\$97,517	\$179,113
<i>Interest - 05/01</i>	\$179,113	\$0	\$179,113	\$179,113	\$179,113
<i>Total Expenditures</i>	\$276,630	\$97,517	\$179,113	\$276,630	\$358,225
<i>Excess Revenues</i>	\$180,145	\$179,843	\$501	\$180,344	\$181,345

**Reflects excess revenue at fiscal year end less reserve fund amount* *11/1/20 Interest* \$ 179,113

**Wilford Preserve
Community Development District
Series 2018B Special Assessment Bonds**

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/19	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ -
05/01/20	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ 358,225.00
11/01/20	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ -
05/01/21	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ 358,225.00
11/01/21	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ -
05/01/22	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ 358,225.00
11/01/22	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ -
05/01/23	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ 358,225.00
11/01/23	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ -
05/01/24	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ 358,225.00
11/01/24	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ -
05/01/25	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ 358,225.00
11/01/25	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ -
05/01/26	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ 358,225.00
11/01/26	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ -
05/01/27	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ 358,225.00
11/01/27	\$ 6,230,000.00	5.750%	\$ -	\$ 179,112.50	\$ -
05/01/28	\$ 6,230,000.00	5.750%	\$ 6,230,000.00	\$ 179,112.50	\$ 6,588,225.00
			\$ 6,230,000.00	\$ 3,224,025.00	\$ 9,454,025.00

SIXTH ORDER OF BUSINESS

B.

10605.1 Requisition Tracker

Requisition #	Payee	Amount	Reference	Date Completed	Date ALL SIGNED
Req. 1	T&W	\$8,948.82	COMPLETED	9/19/18	9/26/18
Req. 2	T&W	\$3,006.33	COMPLETED	9/19/18	9/26/18
Req. 3	T&W	\$16,438.30	COMPLETED	9/19/18	9/26/18
Req. 4	Hopping Green & Sams	\$7,626.50	COMPLETED	9/19/18	9/26/18
Req. 5	Jr. Davis Construction, Inc.	\$314,595.67	COMPLETED	9/19/18	9/26/18
Req. 6	Eisman & Russo, Inc.	\$6,652.80	COMPLETED	9/19/18	9/26/18
Req. 7	T&W	\$2,698.26	COMPLETED	9/20/18	10/15/18
Req. 8	Jr. Davis Construction, Inc.	\$253,271.52	COMPLETED	9/26/18	10/8/18
Req. 9	Eisman & Russo, Inc.	\$4,010.16	COMPLETED	10/8/18	10/8/18
Req. 10	Mack Industries, Inc.	\$62,704.00	COMPLETED	10/8/18	10/8/18
Req. 11	T&W	6,960.08	COMPLETED	10/23/18	11/12/18
Req. 12	Mack Industries, Inc.	56,327.00	COMPLETED	10/23/18	11/26/18
Req. 13	Rinker Material	33,353.98	COMPLETED	10/31/18	11/26/18
Req. 14	Rinker Material	17,804.40	COMPLETED	10/31/18	11/26/18
Req. 15	Jr. Davis Construction, Inc.	1,190,259.37	VOID	VOID	VOID
Req. 16	Eisman & Russo, Inc.	\$7,838.16	COMPLETED	11/5/18	11/12/18
Req. 17	Mack Industries, Inc.	22,694.00	COMPLETED	11/7/18	11/21/18
Req. 18	Ferguson Waterworks	120,166.38	COMPLETED	11/7/18	11/21/18
Req. 19	Jr. Davis Construction, Inc.	932,677.36	COMPLETED	11/7/18	11/21/18
Req. 20	Rinker Material	27,783.28	COMPLETED	11/12/18	11/21/18
Req. 21	Hopping Green & Sams	1,529.55	COMPLETED	11/12/18	11/21/18
Req. 22	T&W	4,668.83	COMPLETED	11/26/18	12/3/18
Req. 23	Eisman & Russo, Inc.	7,890.96	COMPLETED	12/7/18	2/6/19
Req. 24	Jr. Davis Construction, Inc.	1,151,033.90	COMPLETED	12/11/18	12/11/18
Req. 25	Rinker Material	34,858.32	COMPLETED	12/17/18	12/17/18
Req. 26	T&W	3,002.58	COMPLETED	12/19/18	12/26/18
Req. 27	Rinker Material	50,528.16	Rinker Invoice #6- RCP Gasket & Lubricant Delivery	12/21/18	1/29/19
Req. 28	Ferguson Waterworks	\$172,073.45	Ferguson Invoice #2- valves, Hydrants, hose fittings for W&RU	12/21/18	2/6/19
Req. 29	Mack Industries, Inc.	\$54,505.00	Mack Concrete Invoice #5- P.S. Concrete wetwell and sanitary M.H	1/4/19	2/6/19
Req. 30	Jr. Davis Construction, Inc.	\$278,622.18	Jr. Davis Invoice #5- Storm system, pond liners and utility	1/4/19	1/29/19
Req. 31	Eisman & Russo, Inc.	\$6,584.16	Eisman & Russo Invoice #5- County required inspectors	1/9/19	1/29/19
Req. 32	Hopping Green & Sams	\$2,211.00	Hopping Green & Sams Invoice #3- Attorney cost for CDD	1/10/19	1/29/19
Req. 33	Rinker Material	\$57,019.28	Rinker Invoice #7- ERCP, gaskets & lubricant delivery	1/11/19	2/6/19
Req. 34	Rinker Material	\$8,906.48	Rinker Invoice #8- ERCP, gaskets & lubricant delivery	1/11/19	2/6/19
Req. 35	Ferguson Waterworks	\$57,716.50	Ferguson Invoice #3- WM/RU/ sewer pipes & fittings	1/28/19	1/29/19
Req. 36	T&W	\$3,323.88	T&W Invoice #8- CDD coordinating/meeting	1/29/19	2/1/19
Req. 37	Ferguson Waterworks	\$109,174.60	Ferguson Invoice #4- Water and reuse pipes delivery	1/30/19	2/5/19
Req. 38	Jr. Davis Construction, Inc.	\$289,490.31	Jr Davis Invoice #6- Drainage, gravity sewer, water main, RU main	2/6/19	2/11/19
Req. 39	Ferguson Waterworks	\$1,260.00	Ferguson Invoice #5- Sanitary supplies	2/13/19	2/14/19
Req. 40	Eisman & Russo, Inc.	\$3,981.12	Eisman & Russo Invoice #6- County required inspectors	2/15/19	2/18/19
Req. 41	T&W	\$4,022.52	T&W Invoice #9- CDD coordinating/meeting	2/20/19	
Req. 42	Rinker Material	\$9,716.97	Rinker Invoice #9- ERCP, gaskets & lubricant delivery	2/25/19	2/27/19
Req. 43	Hopping Green & Sams	\$198.00	Hopping Green & Sams Invoice #4- Attorney cost for CDD	2/26/19	2/27/19
Req. 44	Eisman & Russo, Inc.	\$7,257.36	Eisman & Russo Invoice #7- County required inspectors	3/7/19	2/27/19
Req. 45	Rinker Material	\$40,292.60	Rinker Invoice #10- ERCP, gaskets & lubricant delivery	3/11/19	
Req. 46	Jr. Davis Construction, Inc.	\$115,449.57	Jr Davis Invoice #7- Drainage, gravity sewer, water main, RU main	3/12/19	3/18/19
Req. 47	Rinker Material	\$3,748.40	Rinker Invoice #11- ERCP, gaskets & lubricant delivery	3/20/19	3/28/19
Req. 48	T&W	\$4,775.35	T&W Invoice #10- CDD coordinating/meeting	4/2/19	
Req. 49	Eisman & Russo, Inc.	\$8,022.96	Eisman & Russo Invoice #8- County required inspectors	4/5/19	
Req. 50	Jr. Davis Construction, Inc.	\$175,442.98	Jr Davis Invoice #8- Drainage, gravity sewer, water main, RU main	4/15/19	4/19/19
Req. 51	Ferguson Waterworks	\$9,181.00	Ferguson Invoice #6- Sanitary supplies	4/16/19	
Req. 52	Jr. Davis Construction, Inc.	\$329,698.85	Jr Davis Invoice #9- Drainage, gravity sewer, water main, RU main	5/6/19	
Req. 53	Eisman & Russo, Inc.	\$9,072.36	Eisman & Russo Invoice #9- County required inspectors	5/7/19	
Req. 54					
Req. 55					

SEVENTH ORDER OF BUSINESS

A.

Wilford Preserve
Community Development District
Unaudited Financial Statements
as of
April 30, 2019

WILFORD PRESERVE
Community Development District
Combined Balance Sheet
April 30, 2019

	<u><i>General</i></u>	<u><i>2018 Debt Service</i></u>	<u><i>Capital Project</i></u>	<u><i>Totals</i></u>
<u><i>Assets:</i></u>				
<i>Cash</i>	\$14,404	---	---	\$14,404
<i>Investments:</i>				
<i>Reserve</i>	---	\$358,225	---	\$358,225
<i>Revenue</i>	---	\$106	---	\$106
<i>Interest</i>	---	\$179,113	---	\$179,113
<i>Construction</i>	---	---	\$991,100	\$991,100
<i>Due From Developer</i>	\$14,859	---	---	\$14,859
 <i>Total Assets</i>	 <u><u>\$29,263</u></u>	 <u><u>\$537,444</u></u>	 <u><u>\$991,100</u></u>	 <u><u>\$1,557,806</u></u>
 <u><i>Liabilities:</i></u>				
<i>Accounts Payable</i>	\$21,698	---	---	\$21,698
<i>Contracts Payable</i>	---	---	---	\$0
<i>Retainage Payable</i>	---	---	\$63,096	\$63,096
 <i>Fund Balances:</i>				
<i>Restricted for Debt Service</i>	---	\$537,444	---	\$537,444
<i>Restricted for Capital Projects</i>	---	---	\$928,003	\$928,003
<i>Nonspendable</i>	---	---	---	\$0
<i>Unassigned</i>	\$7,564	---	---	\$7,564
<i>Total Liabilities & Fund Equity</i>	<u><u>\$29,263</u></u>	<u><u>\$537,444</u></u>	<u><u>\$991,100</u></u>	<u><u>\$1,557,806</u></u>

WILFORD PRESERVE
Community Development District
GENERAL FUND

*Statement of Revenues & Expenditures
For The Period Ending April 30, 2019*

<i>Proposed</i>	<i>Prorated</i>	<i>Actual</i>	
<i>Budget</i>	<i>4/30/19</i>	<i>4/30/19</i>	<i>Variance</i>

REVENUES:

<i>Developer Contributions/Assessments</i>	\$108,675	\$54,338	\$44,308	(\$10,030)
<i>TOTAL REVENUES</i>	\$108,675	\$54,338	\$44,308	(\$10,030)

EXPENDITURES:

ADMINISTRATIVE:

<i>Engineering</i>	\$15,000	\$7,500	\$0	\$7,500
<i>Arbitrage</i>	\$600	\$0	\$0	\$0
<i>Dissemination Agent</i>	\$3,500	\$1,750	\$2,042	(\$292)
<i>Attorney</i>	\$20,000	\$10,000	\$4,303	\$5,697
<i>Annual Audit</i>	\$5,000	\$5,000	\$4,100	\$900
<i>Trustee Fees</i>	\$4,000	\$0	\$0	\$0
<i>Management Fees</i>	\$45,000	\$22,500	\$26,250	(\$3,750)
<i>Information Technology</i>	\$1,200	\$600	\$700	(\$100)
<i>Website Compliance</i>	\$0	\$0	\$1,750	
<i>Telephone</i>	\$300	\$150	\$79	\$71
<i>Postage</i>	\$1,500	\$750	\$220	\$530
<i>Printing & Binding</i>	\$1,000	\$500	\$441	\$59
<i>Insurance</i>	\$5,800	\$5,800	\$5,500	\$300
<i>Legal Advertising</i>	\$4,000	\$2,000	\$292	\$1,708
<i>Other Current Charges</i>	\$600	\$300	\$135	\$165
<i>Office Supplies</i>	\$1,000	\$500	\$55	\$445
<i>Dues, Licenses & Subscriptions</i>	\$175	\$175	\$175	\$0

<i>TOTAL EXPENDITURES</i>	\$108,675	\$57,525	\$46,042	\$13,233
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<i>EXCESS REVENUES (EXPENDITURES)</i>	\$0	(\$1,734)
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<i>FUND BALANCE - Beginning</i>	\$0	\$9,298
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<i>FUND BALANCE - Ending</i>	\$0	\$7,564
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WILFORD PRESERVE
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2019

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Revenues:</u>													
<i>Developer Contributions/Assessments</i>	\$5,500	\$8,867	\$0	\$10,438	\$4,644	\$5,903	\$8,956	\$0	\$0	\$0	\$0	\$0	\$44,308
<i>Total Revenues</i>	\$5,500	\$8,867	\$0	\$10,438	\$4,644	\$5,903	\$8,956	\$0	\$0	\$0	\$0	\$0	\$44,308
<u>Expenditures:</u>													
<u>Administrative</u>													
<i>Engineering</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Arbitrage</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Dissemination Agent</i>	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$0	\$0	\$0	\$0	\$0	\$2,042
<i>Attorney</i>	\$1,250	\$231	\$99	\$1,336	\$1,388	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,303
<i>Annual Audit</i>	\$0	\$0	\$0	\$0	\$0	\$4,100	\$0	\$0	\$0	\$0	\$0	\$0	\$4,100
<i>Trustee Fees</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Management Fees</i>	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$26,250
<i>Information Technology</i>	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$700
<i>Website Compliance</i>	\$0	\$0	\$0	\$0	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750
<i>Telephone</i>	\$13	\$0	\$0	\$12	\$7	\$0	\$48	\$0	\$0	\$0	\$0	\$0	\$79
<i>Postage</i>	\$0	\$0	\$3	\$0	\$160	\$36	\$21	\$0	\$0	\$0	\$0	\$0	\$220
<i>Printing & Binding</i>	\$139	\$169	\$133	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$441
<i>Insurance</i>	\$5,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,500
<i>Legal Advertising</i>	\$146	\$0	\$0	\$0	\$0	\$73	\$73	\$0	\$0	\$0	\$0	\$0	\$292
<i>Other Current Charges</i>	\$19	\$18	\$20	\$20	\$19	\$19	\$19	\$0	\$0	\$0	\$0	\$0	\$135
<i>Office Supplies</i>	\$0	\$15	\$15	\$0	\$13	\$0	\$13	\$0	\$0	\$0	\$0	\$0	\$55
<i>Dues, Licenses & Subscriptions</i>	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<i>Total Expenses</i>	\$11,383	\$4,575	\$4,411	\$5,510	\$7,477	\$8,369	\$4,316	\$0	\$0	\$0	\$0	\$0	\$46,042
<i>Excess Revenues (Expenditures)</i>	(\$5,883)	\$4,292	(\$4,411)	\$4,929	(\$2,834)	(\$2,466)	\$4,640	\$0	\$0	\$0	\$0	\$0	(\$1,734)

WILFORD PRESERVE
Community Development District
DEBT SERVICE FUND SERIES 2018B
Statement of Revenues & Expenditures
For The Period Ending April 30, 2019

<i>Adopted</i>	<i>Prorated</i>	<i>Actual</i>	
<i>Budget</i>	<i>4/30/19</i>	<i>4/30/19</i>	<i>Variance</i>

REVENUES:

<i>Interest Income</i>	\$0	\$0	\$698	\$698
<i>Assessment - Direct</i>	\$0	\$0	\$179,113	\$179,113
<i>Assessment - Tax Roll</i>	\$0	\$0	\$0	\$0

TOTAL REVENUES

\$0	\$0	\$179,811	\$179,811
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EXPENDITURES:

Series 2015

<i>Interest Expense - 11/01</i>	\$0	\$0	\$97,517	(\$97,517)
<i>Interest Expense - 05/01</i>	\$0	\$0	\$0	\$0
<i>Principal Expense - 5/01</i>	\$0	\$0	\$0	\$0

TOTAL EXPENDITURES

\$0	\$0	\$97,517	(\$97,517)
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OTHER SOURCES/(USES)

<i>Transfer In/(Out)</i>	\$0	\$0	(\$624)	(\$624)
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TOTAL OTHER SOURCES AND USES

\$0	\$0	(\$624)	(\$624)
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EXCESS REVENUES (EXPENDITURES)

\$0	\$81,670
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FUND BALANCE - Beginning

\$0	\$455,774
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FUND BALANCE - Ending

\$0	\$537,444
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WILFORD PRESERVE
Community Development District
CAPITAL PROJECTS FUND
Statement of Revenues & Expenditures
For The Period Ending April 30, 2019

Series
2018

REVENUES:

Interest Income

\$6,441

TOTAL REVENUES

\$6,441

EXPENDITURES:

Capital Outlay

\$3,815,077

TOTAL EXPENDITURES

\$3,815,077

OTHER SOURCES/(USES)

Interfund Transfer

\$624

TOTAL OTHER SOURCES/(USES)

\$624

EXCESS REVENUES (EXPENDITURES)

(\$3,808,012)

FUND BALANCE - Beginning

\$4,736,015

FUND BALANCE - Ending

\$928,003

*Wilford Preserve
Community Development District
Funding Requests*

<i>Funding Request #</i>	<i>Date of Request</i>	<i>Check Date Received Developer</i>	<i>Check Amount Developer</i>	<i>Requested Funding Amount FY 2018</i>	<i>Requested Funding Amount FY 2019</i>	<i>Balance Due From Developer</i>
1	4/18/17	10/6/17	\$15,000.00	\$0.00	\$0.00	\$0.00
2	3/5/18	3/8/18	\$30,600.97	\$15,299.76	\$0.00	\$0.00
3	4/4/18	5/17/18	\$6,875.08	\$6,875.08	\$0.00	\$0.00
4	6/21/18	8/27/18	\$11,817.99	\$11,817.99	\$0.00	\$0.00
5	7/19/18	8/27/18	\$13,022.33	\$13,022.33	\$0.00	\$0.00
6	8/8/18	2/11/19	\$11,427.67	\$5,927.67	\$5,500.00	\$0.00
7	11/8/18	2/11/19	\$15,139.78	\$6,272.89	\$8,866.89	\$0.00
8	1/10/19	3/18/19	\$10,438.18	\$0.00	\$10,438.18	\$0.00
9	2/26/19	4/2/19	\$4,643.92	\$0.00	\$4,643.92	\$0.00
10	3/14/19				\$5,903.01	(\$5,903.01)
11	4/10/19				\$8,955.60	(\$8,955.60)
TOTAL			\$118,965.92	\$59,215.72	\$44,307.60	(\$14,858.61)

WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2019 Summary of Assessment Receipts

Assessed	# Units Assessed	Series 2018B Debt Asmt (2)	FY19 O&M Asmt (1)	Total Assessed
DFC WILFORD LLC	445	358,225.00	-	358,225.00

Received	Balance Due	Series 2018B Debt Paid	FY19 O&M Paid	Total Paid
DFC WILFORD LLC	179,112.50	179,112.50	-	179,112.50

(1) Under Developer Funding Agreement with the District for FY19

(2) Series 2018B Bond Debt must be paid in full on a per lot basis upon sale to a builder/homeowner. Interest on remaining Debt Assessed due 50% 3/15/19 and 50% 9/15/19.

WILFORD PRESERVE
Community Development District
Long Term Debt Report

SERIES 2018B, SPECIAL ASSESSMENT BONDS		
INTEREST RATES:	5.750%	
MATURITY DATE:	5/1/2028	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$358,225	
RESERVE FUND BALANCE	\$358,225	
BONDS OUTSTANDING - 7/23/18		\$6,230,000
CURRENT BONDS OUTSTANDING		\$6,230,000

B.

Wilford Preserve

Community Development District

Funding Request # 12
May 8, 2019

Vendor	FY19 Amount
1 FedEx April Postage Invoice # 6-509-20404 04/2/19	\$ 31.24
2 Governmental Management Services LLC May Management Fees Invoice #28 5/1/19	\$ 4,236.04
3 Hopping Green & Sams January General Counsel Invoice #106165 2/28/19	\$ 1,336.00
February General Counsel Invoice #106652 3/31/19	\$ 1,387.50
	\$6,990.78

Fedex Invoice Availabe Upon Request

Please Make Checks Payable to:

Wilford Preserve
Community Development District
475 W Town Place Suite 114
Saint Augustine, FL 32092

Signature: _____
Chairman/Vice Chairman

Signature: _____
Secretary/Asst. Secretary

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 28

Invoice Date: 5/1/19

Due Date: 5/1/19

Case:

P.O. Number:

Bill To:

Wilford Preserve CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092



Description	Hours/Qty	Rate	Amount
Management Fees - May 2019 1-31-513-34		3,750.00	3,750.00
Information Technology - May 2019 1-31-513-351		100.00	100.00
Dissemination Agent Services - May 2019 1-31-513-313		291.67	291.67
Office Supplies 1-31-513-61		20.98	20.98
Copies 1-31-513-42		58.95	58.95
Telephone 1-31-513-41	1	14.44	14.44

Total	\$4,236.04
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Payments/Credits	\$0.00
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Balance Due	\$4,236.04
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Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

February 28, 2019

Wilford Preserve CDD
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 106165
Billed through 01/31/2019

General Counsel

WLPCDD 00001 WSH



1.31.513.315
3

FOR PROFESSIONAL SERVICES RENDERED

01/17/19	WSH	Prepare for and participate in board meeting; review plat and confer with Powell regarding same.	0.90 hrs
01/18/19	JLK	Continue research on ADA related issues; confer with insurance representatives on various ADA related issues; continue drafting model agreement for district dissemination.	0.10 hrs
01/18/19	KFJ	Amend disclosure of public financing; confer with Haber.	0.30 hrs
01/23/19	WSH	Finalize preparation of disclosure documents and prepare correspondence to Powell regarding same.	1.40 hrs
01/24/19	WSH	Review and revise disclosure of public finance; confer with Powell regarding resident consent.	0.50 hrs
01/25/19	WSH	Revise disclosure and confer with Powell regarding same.	0.30 hrs
01/25/19	JLK	Research and draft updated rules of procedure; research and update FEMA procurement documents for debris removal services.	0.10 hrs
01/25/19	KFJ	Amend disclosure of public financing; confer with Haber.	0.20 hrs
01/31/19	CGS	Monitor proposed legislation which may impact district.	0.30 hrs
01/31/19	KFJ	Confer with Haber; record disclosure in public records and correspond with district manager and state agency.	0.40 hrs

Total fees for this matter \$1,336.00

MATTER SUMMARY

Stuart, Cheryl G.	0.30 hrs	435 /hr	\$130.50
Kilinski, Jennifer L.	0.20 hrs	260 /hr	\$52.00
Jusevitch, Karen F.- Paralegal	0.90 hrs	145 /hr	\$130.50
Haber, Wesley S.	3.10 hrs	330 /hr	\$1,023.00

TOTAL FEES \$1,336.00

TOTAL CHARGES FOR THIS MATTER**\$1,336.00****BILLING SUMMARY**

Stuart, Cheryl G.	0.30 hrs	435 /hr	\$130.50
Kilinski, Jennifer L.	0.20 hrs	260 /hr	\$52.00
Jusevitch, Karen F.- Paralegal	0.90 hrs	145 /hr	\$130.50
Haber, Wesley S.	3.10 hrs	330 /hr	\$1,023.00

TOTAL FEES**\$1,336.00****TOTAL CHARGES FOR THIS BILL****\$1,336.00****Please include the bill number on your check.**

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

March 31, 2019

Wilford Preserve CDD
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 106652
Billed through 02/28/2019



General Counsel
WLPCDD 00001 WSH

1.31.513.315
3

FOR PROFESSIONAL SERVICES RENDERED

02/04/19	WSH	Review revised plat and confer with Powell regarding same.	0.70 hrs
02/07/19	WSH	Confer with Powell regarding plat.	0.30 hrs
02/11/19	WSH	Review dedication language and confer with Powell.	0.40 hrs
02/14/19	WSH	Review adoption and dedication language for plat; confer with Powell regarding same.	0.50 hrs
02/15/19	WSH	Review county's revisions to plat dedication language; confer with Powell regarding same.	0.40 hrs
02/22/19	WSH	Review and revise January minutes; confer with Hogge regarding same.	0.30 hrs
02/27/19	WSH	Respond to auditor inquiry.	0.20 hrs
02/27/19	APA	Prepare attorney response to auditor letter fiscal year end 2018.	1.20 hrs
02/28/19	JLK	Continue ADA related research and case law updates; continue refining and negotiating ADA website agreement; review websites for commencement of compliance responsibilities; confer with DM regarding various posting and ADA related issues.	0.10 hrs
02/28/19	SRS	Continue research regarding ADA website accessibility.	0.10 hrs
02/28/19	CGS	Monitor proposed legislation which may impact district.	0.30 hrs
02/28/19	LMF	Review website for regulatory compliance status; review website for ADA compliance.	0.10 hrs

Total fees for this matter \$1,293.50

DISBURSEMENTS

Recording Fees 94.00

Total disbursements for this matter \$94.00

MATTER SUMMARY

Papp, Annie M. - Paralegal	1.20 hrs	145 /hr	\$174.00
Stuart, Cheryl G.	0.30 hrs	435 /hr	\$130.50
Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Fiore, Lydia M. - Paralegal	0.10 hrs	145 /hr	\$14.50
Sandy, Sarah R.	0.10 hrs	245 /hr	\$24.50
Haber, Wesley S.	2.80 hrs	330 /hr	\$924.00

TOTAL FEES	\$1,293.50
TOTAL DISBURSEMENTS	\$94.00

TOTAL CHARGES FOR THIS MATTER	\$1,387.50
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BILLING SUMMARY

Papp, Annie M. - Paralegal	1.20 hrs	145 /hr	\$174.00
Stuart, Cheryl G.	0.30 hrs	435 /hr	\$130.50
Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Fiore, Lydia M. - Paralegal	0.10 hrs	145 /hr	\$14.50
Sandy, Sarah R.	0.10 hrs	245 /hr	\$24.50
Haber, Wesley S.	2.80 hrs	330 /hr	\$924.00

TOTAL FEES	\$1,293.50
TOTAL DISBURSEMENTS	\$94.00

TOTAL CHARGES FOR THIS BILL	\$1,387.50
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Please include the bill number on your check.