
MINUTES OF MEETING

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

**TRAILS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Trails Community Development District was held on **Tuesday, September 8, 2015 at 1:00 p.m.** at the Winchester Ridge Amenity Center, located at 15431 Spotted Stallion Trail, Jacksonville, Florida 32234.

Present and constituting quorum include:

Bob Porter	Board Supervisor, Chairman
Glenn Marvin	Board Supervisor, Assistant Secretary
Mark Dearing	Board Supervisor, Assistant Secretary
Scott Campbell	Board Supervisor, Assistant Secretary (via speakerphone)

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Hopping Green & Sams
Brian Parks	ASG, Inc.

No Audience Members

FIRST ORDER OF BUSINESS

Call to Order

Mr. Porter called the meeting to order at 1:03 p.m. and read roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the Board
of Supervisors' Regular Meeting held
July 14, 2015**

On a Motion by Mr. Dearing, seconded by Mr. Marvin, with all in favor, the Board approved minutes of the Board of Supervisors' regular meeting held July 14, 2015 for Trails Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of the Operation and
Maintenance Expenditure for June 2015
And July 2015**

On a Motion by Mr. Dearing, seconded by Mr. Marvin, with all in favor, the Board ratified the Operations and Maintenance Expenditures for June 2015 in the amount of \$20,132.09 and July 2015 in the amount of \$29,088.94 for Trails Community Development District.

FIFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
No report.
- B. District Engineer
Not present.
- C. Amenity Manager
Mr. Parks reviewed a bike rack option without a concrete slab. The Board of Supervisors directed staff to get cost for a concrete slab and tabled item.
Mr. Parks also reviewed issues with the fitness equipment with televisions. The Board of Supervisors requested cost information on installing separate televisions and cost to have them work with headphones.
- D. District Manager
Ms. Dobbins reported the district has not received funding from the SPE since May 2015.

SIXTH ORDER OF BUSINESS

Consideration of Certified Bridge Repair Proposals

The Board of Supervisors reviewed proposals behind Tab 3. After discussion, the Board of Supervisors approved proposal from Early Construction in the amount of \$2,000 to remove, haul away and replace lumber.

On a Motion by Mr. Dearing, seconded by Mr. Marvin, with all in favor, the Board approved proposal from Early Construction in the amount of \$2,000 for Trails Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2015-08, Setting the Date, Time and Location of Regular Meetings

On a Motion by Mr. Dearing, seconded by Mr. Marvin, with all in favor, the Board adopted Resolution 2015-08, Setting the Date, Time and Location of Regular Meetings, for Trails Community Development District.

EIGHTH ORDER OF BUSINESS

Discussion Regarding Landscape

i.) Maintenance Reimbursement

Discussion ensued.

On a Motion by Mr. Marvin, seconded by Mr. Dearing, with all in favor, the Board approved the district invoicing DR Horton in the amount of \$10,080 for reimbursement of landscape maintenance, for Trails Community Development District.

ii.) Addendum to Landscape Contract

Board of Supervisors approved Addendum, under Tab 6, to landscape contract with Austin Outdoors adding the Developer Area for an additional \$210 per month.

On a Motion by Mr. Marvin, seconded by Mr. Dearing, with all in favor, the Board approved the Addendum to landscape contract with Austin Outdoors, adding Developer Area for an additional \$210 per month, for Trails Community Development District.

iii.) DR Horton Landscape Funding Agreement

On a Motion by Mr. Dearing, seconded by Mr. Marvin, with all in favor, the Board approved the DR Horton Landscape Funding Agreement for Trails Community Development District.

NINETH ORDER OF BUSINESS

Future Horizons Contract Renewals

i.) Pond Maintenance

ii.) Fountain Maintenance

On a Motion by Mr. Dearing, seconded by Mr. Marvin, with all in favor, the Board approved Future Horizon's contract renewals for the pond maintenance in the amount of \$326.35 per month and preventative fountain maintenance in the amount of \$170.00 per quarter for Trails Community Development District.

TENTH ORDER OF BUSINESS

Vesta Contract Renewal

Discussion ensued regarding a revised Vesta's proposal with an annul amount of \$34,799.25 (Exhibit A).

On a Motion by Mr. Marvin, seconded by Mr. Dearing, with all in favor, the Board approved Vesta's revised contract renewal in the amount of \$34,799.25 for Trails Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of First Amendment to Agreement between District and Single Purpose Entity dated January 31, 2012

Ms. Buchanan presented the First Amendment to Agreement between District and Single Purpose Entity dated January 31, 2012 (Exhibit B).

On a Motion by Mr. Dearing, seconded by Mr. Marvin, with all in favor, the Board approved in substantial form First Amendment to Agreement between District and Single Purpose Entity dated January 31, 2012 for Trails Community Development District.

TWELFTH ORDER OF BUSINESS

Audience Comments and Supervisor Requests

There were questions on vacant property and if the school district can start to pick up children within the CDD amenity center parking lot.
The Board approved moving the bus stop into the amenity center parking lot.

Mr. Marvin requested that the district staff separate services and cost of unforeseen request by residents.

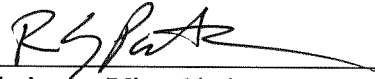
THIRTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Marvin, seconded by Mr. Dearing, with all in favor, the Board adjourned the meeting at 1:38 p.m. for Trails Community Development District.



Secretary/Assistant Secretary



Chairman/Vice Chairman

Exhibit A

Trails Community Development District

Melissa Dobbins

District Manager

Rizzetta & Company

2806 N. 5th Street, Unit 403

St. Augustine, FL 32084

**Management of Winchester Ridge Amenity Center
and Common Grounds**

Proposal for FY '16 (Oct. 1, 2015 – Sept. 30, 2016)

Introduction:

Amenity Services Group, Inc. (“ASG”) shall manage, maintain and program the Winchester Ridge Amenity Center, including its swimming pool, fitness room and other recreation facilities, for the benefit of its users and the C.D.D.

This Proposal is divided into five sections: Management, Maintenance, Staffing, “Other,” and Pricing.

I. MANAGEMENT

The on-site Management Staff shall consist of combined Facility and Field Management services into the position of an on-site Operations Manager for the district and its residents. The staff shall serve the community in a professional manner, providing the residents as well as the community’s builders and realtors the numerous benefits of a first-class operation. Included within this responsibility is the occupation and oversight of the recreation facilities (securing and checking them, ordering and stocking supplies, responding to any necessary repairs, etc.), oversight of other contracted maintenance services (i.e., landscape maintenance, holding pond maintenance providers, etc.) and scheduling of parties and collecting of money related to parties. Staff shall monitor the use and condition of the facilities, and resolve any issues requiring attention on behalf of the district and/or its residents.

Furthermore, the management responsibility shall include professional interaction and coordination with other entities such as district staff (district manager, district engineer, district counsel, etc.) security monitoring companies, etc. Finally, aspects such as budgeting, policy recommendations and enforcement, safety/security recommendations, and coordination and communication with the C.D.D. board and others shall be included.

II. MAINTENANCE:

A. Swimming Pool Maintenance

ASG shall provide the following services in order to maintain the facilities’ multiple pools:

1. Check pool water quality and complete equivalent to *DH Form 921 3/98 Swimming Pool Report*, as required by Chapter 64E-9.004(13), FAC, per site visit.

2. Conduct necessary tests for proper pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(d).
3. Operate filtration and recirculation systems, backwashing as needed. Clean all strainers. Maintain pool at proper water level, and maintain filtration rates. Check valves for leaks, as well as other components, and maintain in proper condition.
4. Manually skim, brush and vacuum pools as necessary. Maintenance shall be performed three (3) days per week. It is recommended that the pools be closed on Mondays for super chlorination and algae treatment as necessary.
5. Advise the C.D.D. of any necessary repairs, cleaning, or replacement items required due to “normal wear & tear,” “acts of God,” or vandalism. Such repairs shall be billed separately, upon approval of the C.D.D.

NOTE: *All pool chemicals necessary to perform the above maintenance, as well as chemicals required for special treatment of stains, metals sequestering, foam removal, oil removal, phosphate and nitrate removal, mustard and black algae treatment, and super chlorination, shall be used as needed and billed separately. Additional service and/or chemicals required due to natural disasters or gale-force winds (or stronger) shall also be billable.*

B. Janitorial Maintenance

ASG shall provide the following duties three (3) days per week in order to maintain the facility’s indoor space and bathroom areas:

1. Maintain the general appearance of all indoor spaces by vacuuming carpet (if any), dusting, mopping, cleaning windows, and cleaning tiled areas.
2. In addition to vacuuming, maintain carpeting by spot treatment of stained areas.
3. Window cleaning includes window ledges and blinds.
4. Bathroom cleaning includes all toilets, bases behind toilets, counters, and mirrors. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed (*costs of bathroom paper products and soap are NOT included*).
5. Dusting of window ledges and blinds, furniture, baseboards, countertops, lights.
6. Cleaning of tiled areas includes dust mopping, damp mopping and baseboards.
6. Storage closets shall be kept in an orderly condition, with supplies stored properly.
7. All cleaning supplies are provided by ASG at NO expense to the district.

C. General Facility Maintenance

1. *Building:* Clean gym equipment weekly, repair equipment as able and report any other repairs to the outside maintenance provider as needed; monitor condition of all doors, adjoining fencing and gates and resolve any problems, either through repairs or adjustments or securing services of door/gate contractor; spot treatment of carpet stains; touch-up painting as needed; control cobwebs and prevent other debris from accumulating on exterior walls; and replace interior lights and AC filters as needed. (*ASG shall be reimbursed for the purchase of supplies related to the general maintenance of the facility*)
2. *Pool Deck:* Blow off entire deck area regularly; empty and replace waste receptacles around pool area; control algae growth around pool deck.

3. *Playground*: Check equipment and fencing periodically and work with district management company field personnel to resolve any repair needs; clean equipment and remove debris on and around equipment as needed.
4. *Volleyball Court*: Rake volleyball court regularly and pick up debris around area.
5. *Parking Lot*: Blow off debris; pick up trash and debris as needed.

III. STAFFING

Overview:

The staffing responsibilities include all duties associated with employing the recreation staff, such as recruiting, hiring, training, overseeing, and evaluating such personnel. The staff shall consist of a year-round, on-site Operations Manager, Program Director and seasonal Facility Monitors (see “Personnel” below). ASG shall be responsible for all necessary insurance payments (including workman’s compensation, as required by Florida law), payroll taxes, and the provision of various benefits on behalf of its staff.

The Operations Manager shall submit recommended hours of operation for the facility (see sample hours included under “Pricing” Section.) Variable staffing schedules that entail reduced operating and staffing hours during off-peak times, days, and seasons shall be advised.

Personnel:

- a) An **Operations Manager** shall be responsible for the performance of the District’s maintenance responsibilities, including the management of any other onsite contractor or maintenance staff contracted by the District. (*See primary responsibilities below*)
- b) A **Program Director** shall oversee a variety of recreation programs and special events. Oversight includes design, promotion and execution of such activities and is based on the level of interest and participation within the community.
- c) **Facility Monitors** shall assist in staffing and monitoring the use of the amenity center/pool facility. This additional staff shall focus on the proper implementation of district policies as they relate to the facility’s usage by residents, authorized guests and other authorized users. The Facility Monitor schedule is as follows:

May 28th, 2016 - September 5, 2016

Saturdays & Sundays from 12 p.m. – 7 p.m.

Holidays included:

- Memorial Day May 30th
- 4th of July
- Labor Day September 5th

The primary responsibilities of the Operations Manager are as follows:

1. Report to Board of Supervisors/Implement District Directives/Policies:
 - a) Advise the C.D.D. of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to “normal wear-and-tear,” natural disasters, vandalism, etc. and secure cost estimates for same.

- b) Assess the performance of all maintenance contractors, and advise the board of appropriate remedial action being taken to ensure proper performance of same.
 - c) Report to and interact with district supervisors, staff and audience members in answering questions and providing any relevant information, as able, at monthly meetings.
2. Interaction with Residents (and HOA if necessary):
- a) Respond in a timely and professional manner to resident/HOA inquiries, including relevant direction/inquiries from the board and other staff, to ensure that appropriate issues are addressed and resolved as able.
 - b) Assist residents in their understanding of how to resolve their “field management” and other community-related problems/questions by directing them to the appropriate party, if the issue is not within the district’s scope of responsibility.
3. Other Specific Responsibilities:
- a) Arrange, bid and supervise as-able the work of contractual service providers hired by the District. Includes understanding of other contractors’ performance obligations under their contracts with the district.
 - b) *Landscaping/Irrigation*: Oversee landscape maintenance/irrigation system provider’s performance through regular meetings and inspections. Action item lists will be created in documenting and monitoring problem-resolution. Work with provider’s management team to ensure compliance with contractual requirements and corrections to performance deficiencies, as needed.
 - c) *Maintenance of Lakes/Holding Ponds*: Oversee performance of storm water-management system service provider, as well as pond maintenance provider. Ensure that inlets are maintained, debris around embankments is removed, etc.
 - d) *Clubhouse Facility Management*: Ensure that the amenity center is kept in proper condition and that its patrons are served satisfactorily and safely.

Note: *ASG shall not be held liable for the performance or lack thereof, of other district vendors or contractors.*

IV. OTHER

A. Uniforms:

All Staff shall wear company uniforms, provided by ASG.

B. Capital Expenditures:

ASG shall obtain a minimum of three (3) competitive bids (if possible) on any recommended capital improvements in the future.

C. Insurance:

ASG shall carry general liability coverage of at least \$1,000,000, including employer’s liability coverage of \$250,000.00, as well as professional liability insurance.

VI. PRICING:

A. On-site Operations Manager (part-time):

Total Fee = \$34,799.25 for the services of the on-site Operations Manager.
\$2,899.94 Monthly

Monthly Schedule:

Month	Field and Facility Management	Pool, Janitorial & General Facility Maintenance
October, 2015	13 hours per week	11 hours per week
November, 2015		
December, 2015		
January, 2016		
February, 2016		
March, 2016		
April, 2016		
May, 2016	15 hours per week	15 hours per week
June, 2016		
July, 2016		
August, 2016	13 hours per week	11 hours per week
September, 2016		

B. Program Director:

Services will be billed at an hourly rate of twenty-five (25) dollars on an as-needed basis.

C. Facility Monitor:

- i. May 28th through September 1st
 12 p.m. – 7 p.m. Saturdays & Sundays
 Holidays included:
 1. Memorial Day May 30th
 2. 4th of July
 3. Labor Day September 5th**\$3,696.00**

- ii. Spring Break: Ten (10) days
 12 p.m. - 7 p.m. Beginning the first Friday of Spring Break through the following Sunday.
\$1,120.00

Terms:

- ASG shall invoice monthly for its Operations Manager services.
- Invoices shall be paid net thirty (30) days upon receipt.
- Residents shall pay \$20.00 per hour for temporary staffing services related to parties.
- ASG shall charge a fee of \$27.00 per hour upon approval from the district manager for any additional services not listed within the regular work schedule.

Exhibit B

**FIRST AMENDMENT TO AGREEMENT BETWEEN DISTRICT AND SINGLE
PURPOSE ENTITY**

This First Amendment is made and entered into effective the ____ day of _____ 2015, by and between:

Trails Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Duval County, Florida (hereinafter "District"), and

Winchester Forest, Inc., a Florida corporation and a landowner in the District (hereinafter, "SPE") with an address of 5020 W. Linebaugh Avenue, Tampa, Florida 33624, and

Recitals

WHEREAS, in lieu of foreclosure on certain lands within the District's boundaries, and the prior developed conveyed the Property to the SPE for the benefit of the Bondholders; and

WHEREAS, the District and the SPE previously entered into an agreement dated January 31, 2012 ("Agreement"), deferring the collection of Capital Assessments and whereby in lieu of levying operation and maintenance assessments on the Property, the SPE agreed to provide funding to the District on a monthly basis for the operations and maintenance expenses of the District allocable to the Property in an aggregate amount equal to the operations and maintenance assessments that would otherwise be levied on the Property; and

WHEREAS, the District has adopted its general fund budget for its operations and maintenance expenses for Fiscal Year 2015/2016 in an amount of \$326,169 ("Fiscal Year 2015/2016 Budget"), which year commences on October 1, 2015 and concludes on September 30, 2015, which is to be funded by the levy of assessments and otherwise; and

WHEREAS, the SPE's obligation under the Fiscal Year 2015/2016 Budget is \$183,337.10; and

WHEREAS, it is the SPE's intent to pay its obligation from its receipt of the debt service payments made by the District; and

WHEREAS, the SPE has requested that the District defer collection of payments of operations and maintenances expenses with respect to the Property if the Series 2007 Revenue Fund has insufficient funds to pay the SPE's monthly payment obligations as set forth in the Agreement;

WHEREAS, the District agrees to defer collection of the operations and maintenance expenses, provided that such deferral shall not be for a period of more than three (3) months; and

WHEREAS, in consideration for this deferral, in accordance with the terms of this First Amendment, the Bondholder consents to the earmarking of certain funds in the Series 2007 Prepayment Account as defined in the Trust Indenture for the payment of the District's operation and maintenance expenses, to be released in accordance with the Bondholder's Consent attached hereto as Exhibit A; and

WHEREAS, the Parties desire to enter into this First Amendment concerning the Property and warrant that they have the right, power and authority to enter into and be bound by this First Amendment.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals and Exhibits. The recitals stated above are true and correct and they are hereby incorporated by reference as a material part of this Agreement. Each exhibit attached to this Agreement is hereby incorporated by reference as a material part of this Agreement.

2. Amendments. Section 3 of the Agreement is hereby amended to include the following paragraphs:

In the event that the SPB notifies the District that there are not sufficient funds in the Series 2007 Revenue Account to make the operation and maintenance expense payment set forth above, the District will agree to defer the enforcement of its remedies under the Agreement including, but not limited to, the levy O&M Assessments on the Property and collect the Security Payment (as defined herein) with no additional action required by the SPB or the Trustee. This deferral shall not exceed three consecutive months. For example, should the SPB miss monthly payments in October, November, and December, the District may, in its discretion, defer the enforcement of its remedies under the Agreement including, but not limited to, the levy O&M Assessments on the Property and collect the Security Payment (as defined herein) with no additional action required by the SPB or the Trustee. This additional action required by the SPB or the Trustee. However, should the SPB miss the October payment, bring the O&M payment current in November, and then miss the December and January payments, the District must continue to defer unless and until the February payment is not made.

The Trustee agrees to earmark funds for four months of operation and maintenance expenses in the Series 2007 Prepayment Account ("Security Payment"). Upon the District's notification of a three month delinquency, the Trustee shall remit to the District the Security Payment. The Bondholder hereby consents to the payment of the Security Payment, which consent is attached hereto as Exhibit B, and agrees that no additional consent shall be required as authorization for the Trustee's actions.

3. **Amendment to Indenture.** The effect of this First Amendment shall be to amend the Indentures, to the extent such amendment is necessary to carry out the terms of this First Amendment.

In witness whereof, the parties execute this First Amendment the day and year first written above.

Attest:

**TRAILS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

By: _____
Its: _____

Attest:

**WINCHESTER FOREST, INC.
a Florida corporation**

Witness

By: _____
Title: _____

(Printed Name)

Witness

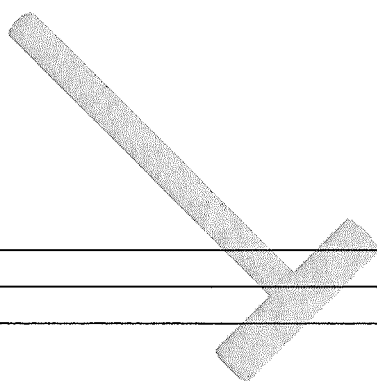
(Printed Name)

ACKNOWLEDGEMENT BY TRUSTEE

In addition to those acknowledgements contained in the Agreement, the Trustee hereby acknowledges and agrees (1) to maintain \$61,112.36 of funds available in the Series 2007 Prepayment Account as the Security Payment and (2) that no additional consent or authorization shall be required except as set forth herein for the release of the Security Payment to the District.

Attest: **US BANK NATIONAL ASSOCIATION**

By: _____
Title: _____



Witness

(Printed Name)

Witness

(Printed Name)

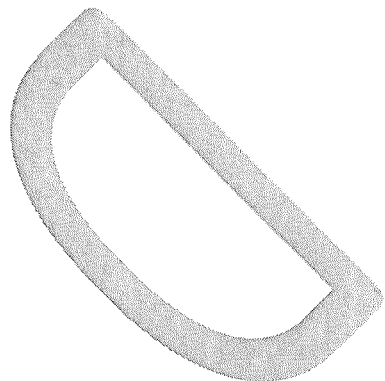
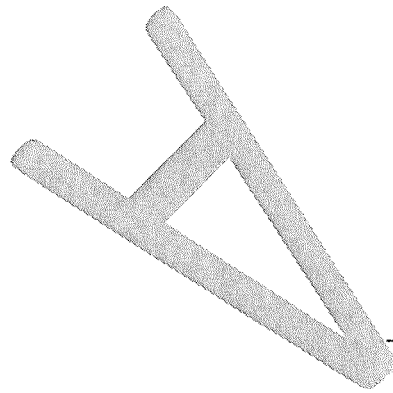


Exhibit B: Bondholder Consent