

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, April 10, 2012 at 2:00 p.m.** at the Winchester Ridge Amenity Center, located at 15438 Spotted Stallion Trail, Jacksonville, Florida 32234.

Present and constituting a quorum:

Bob Porter	Board Supervisor, Chairman
Jan Doan	Board Supervisor, Vice Chairman
Glenn Marvin	Board Supervisor, Assistant Secretary
Scott Campbell	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Company, Inc.
Wes Haber	District Counsel, Hopping Green & Sams
Brian Parks	Field Manager, ASG
Michael Dady	Lerner Representative (via speaker phone)

Audience

FIRST ORDER OF BUSINESS

Call to Order

Mr. Porter called the meeting to order at 2:00 p.m. and read roll call.

SECOND ORDER OF BUSINESS

Consideration of the Minutes of the Audit Committee Meeting held on March 13, 2012

Mr. Haber clarified for the record that the Board of Supervisors is acting as the Audit Committee.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Regular Board of Supervisors Meeting
held on March 13, 2012**

On a Motion by Mr. Marvin, seconded by Mr. Doan with all in favor, the Board approved the minutes of the Audit Committee Meeting held March 13, 2012 and the minutes of the Regular Board of Supervisors Meeting held on March 13, 2012 for Trails Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of Accounts Payable
through February 2012**

On a Motion by Mr. Doan, seconded by Mr. Marvin with all in favor, the Board approved the accounts payable through February 2012 in the amount of \$3,305 for Trails Community Development District.

FIFTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures for February
2012**

The Board of Supervisors ratified operation and maintenance expenditures for February 2012 in the amount of \$8,688.36.

On a Motion by Mr. Campbell, seconded by Mr. Marvin with all in favor, the Board ratified the Operation and Maintenance expenditures for February 2012 in the amount of \$8,688.36 for Trails Community Development District.

SIXTH ORDER OF BUSINESS

**Discussion Regarding Garbage/Waste
Services**

The Board of Supervisors discussed the proposal from Waste Management (exhibit "A") that totaled \$104.50 per month. Mr. Parks explained that the dumpster will be emptied once weekly and that it will have a lock on it to control public dumping, but the lock will be removed for rental events at the amenity center.

On a Motion by Mr. Doan, seconded by Mr. Marvin with all in favor, the Board approved the Waste Management proposal totaling \$104.50 per month for Trails Community Development District.

SEVENTH ORDER OF BUSINESS

Discussion Regarding Pool Furniture

Mr. Parks reviewed the pool furniture replacement options and cost. Mr. Marvin recommended first reviewing the cost to repair the current furniture. The Board of Supervisors tabled this item until the next meeting so they can compare the cost options.

EIGHTH ORDER OF BUSINESS

Consideration of TruGreen River Rock Proposal

The Board of Supervisors approved the TruGreen river rock proposal at a cost not to exceed \$2,808.18.

On a Motion by Mr. Marvin, seconded by Mr. Doan with all in favor, the Board approved the TruGreen river rock proposal at a cost not to exceed \$2,808.18 for Trails Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2012-03,
Approving the Fiscal Year 2012/2013
Proposed Budget and Setting the Public
Hearing**

Michael Dady stated that he is a representative for Lerner, an advisor for the SPE holding company on the undeveloped property, which is approximately 400 lots. He requested the Board of Supervisors to make a possible operation and maintenance reduction on this property since there is no surplus of funds available. Mr. Dady stated that the SPE is not benefitting from using the pool and amenities and that he believes this would help the SPE find a third party to take over and purchase this property. The SPE would still benefit from the administrative costs and would pay those expenses.

Discussion ensued.

Mr. Porter requested that Mr. Dady be more specific on certain amounts he believes can be reduced and invites him to review contracts with the District Manager. The Board of Supervisors approved Resolution 2012-13, approving the fiscal year 2012/2013 proposed budget and setting the public hearing for July 10, 2012 at 6:00 p.m. at the Winchester Ridge Amenity Center, located at 15438 Spotted Stallion Trail, Jacksonville, FL 32234.

On a Motion by Mr. Doan, seconded by Mr. Marvin with all in favor, the Board of Supervisors approved Resolution 2012-13, approving the fiscal year 2012/2013 proposed budget and setting the public hearing for July 10, 2012 at 6:00 p.m. at the Winchester Ridge Amenity Center, located at 15438 Spotted Stallion Trail, Jacksonville, FL 32234 for Trails Community Development District.

TENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
No report.
- B. District Engineer
No report.
- C. Amenity Manager
Mr. Parks updated the Board that the ADA pool handrails were installed by Duda and the A/C unit was replaced.
- D. District Manager
Ms. Dobbins noted that the next Board of Supervisors meeting will be held on May 8, 2012 at 6:00 p.m.
She also updated the Board that the Audit RFP went out and proposals will be reviewed at the second Audit Committee meeting, which will be held prior to the start of the next meeting.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no supervisor requests.


An audience member had a question regarding assessments and when public comments will be accepted.

Mr. Porter mentioned to cut back on the cost to the District will most likely reduce their meeting schedule since the back undeveloped phase has now been taken over by the SPE.

TWELVTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Doan, seconded by Mr. Marvin, with all in favor, the Board adjourned the meeting at 2:45 p.m. for Trails Community Development District.



Secretary/Assistant Secretary



Chairman/Vice Chairman

Exhibit A



Waste Management of
Jacksonville
6501 Greenland Road
Jacksonville, FL, 32258-2439

Commercial Service Agreement
Non-Hazardous Waste

WM Agreement # S0002115067
Customer Acct #
Acct. Name TRAILS CDD
SIC 7389
Salesperson Dan Cuellar

Billing Information

Name	TRAILS CDD	Contact	BRIAN PARKS	Bill to Acct	
Address	2806 N 5TH ST STE 403	Telephone #	(904) 509-7707	Purchase Order #	
City State Zip	ST AUGUSTINE, FL 32084	Fax #		Effective Date	3/30/2012
County/Parish	SAINT JOHNS	Email	gator0301@bellsouth.net	Last API Date	

Equipment and Service Summary - Commercial

Quantity	Equipment	Waste Type	Frequency	Pickup day	Service Charges
1	2 Yard FEL	MSW Commercial	1x Per Week	Th	\$ 77.75
2	Lock for MSW Commercial	MSW Commercial	1x Per Week	Th	\$ 15.00

Agreement Fees

Recurring
Admin Fee

\$ 4.00

Conditional

Delivery Charge \$ 150.00 (per container)
Container Exchange Fee \$ 150.00
Removal Fee \$ 150.00
Customer Service Assisted \$ 8.00
Payment Charge

This is not a bill

A fuel surcharge and environmental cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/ Environmental Charge can be found on our website at www.wm.com under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.

If applicable to your account an Recycle Material Offset fee (RMR) may vary from month to month based on the recyclable material commodity market conditions, and will appear on your invoice. Customer's Waste Materials does not exceed an average weight of (lbs/yard).

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and It shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.

Customer Signature _____ Printed Name _____ Date _____

Company Signature _____ Printed Name _____ Date _____

77.75
15.00
4.00
7.75

\$ 104.50



Waste Management of
Jacksonville
6501 Greenland Road
Jacksonville, FL, 32258-2439

Commercial Service Agreement
Non-Hazardous Waste

WM Agreement # S0002115067
Customer Acct #
Acct. Name TRAILS CDD
SIC 7389
Salesperson Dan Cuellar

Service Information

Name TRAILS CDD
Address 15431 SPOTTED TRL
City State Zip JACKSONVILLE, FL
32234
County/Parish DUVAL

Service Details

Contact BRIAN PARKS
Telephone (904) 509-7707

Fax #
Email gator0301@bellsouth.net
Customer DEL: (1) 2YRD SERV 1XWKLY Add 17% Surcharge, not
Comments included in rates. A \$125.00 INSTAL FEE FOR LOCKS
AND \$15.00 MTH FEE FOR HAVING LOCK SERVICE

Equipment and Service Details - Commercial

Quantity	Equipment	Waste Type	Frequency	Pickup day	Attributes
1	2 Yard FEL	MSW Commercial	1x Per Week	Th	WM Owns: 1, Delivery: 1, Lids,

Recurring Charges

Service Fees
Container Service Fee \$ 7.75/Month
Service Charge \$ 70.00
Total \$ 77.75

Conditional Charges

Extra Pickup Fee \$ 125.00 /Yard
Overage Charge \$ 50.00

Quantity	Equipment	Waste Type	Frequency	Pickup day	Attributes
2	Lock for MSW Commercial	MSW Commercial	1x Per Week	Th	WM Owns: 1, Delivery: 1, Lids,

Recurring Charges

Service Fees
Lock fee Recurring \$ 0.00/Month
Service Charge \$ 15.00
Total \$ 15.00



Commercial Service Agreement Terms and Conditions

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste and Recyclable Materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, but Customer shall complete a Waste Profile for such Special Waste which has been approved by Company in writing. Recyclable Materials shall include any type of material that can be recycled or recovered whether separated or not separated from other Waste Materials prior to collection. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Waste Materials provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. **TERM.** The term ("Term") of this Agreement is set forth on the service summary sheet of this Agreement. The "Initial Term" shall be the initial period after the Effective Date set forth on the service summary sheet of this Agreement ("Initial Term"). Unless otherwise specified on the service summary sheet, the Term shall automatically renew for the period set forth on the service summary sheet of this Agreement ("Renewal Term") unless either party gives to the other party written notice (See Section 10(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.

3. **SERVICES GUARANTY; CUSTOMER TERMINATION.** If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement for the remaining Term.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of an invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the Charges on the first page, as it may be adjusted over the term of this Agreement as noted herein (the "Charges"). Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes or modifications to, or differences between, the actual equipment and services provided by Company to Customer and the agreed upon Equipment/Service specifications on the first page, (b) any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the first page; (c) for any increase in or other modification to its fuel or environmental cost recovery charges; (d) to cover any increases in disposal and/or third party transportation costs; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the first page, Customer's Last API Date) for increases in the Consumer Price Index plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or gross profit margin. Company also reserves the right to charge Customer additional fees if the following additional services are provided to Customer: Administrative Fee, Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. In the event Company adjusts the Charges as provided in this Section 4, Customer and Company agree that this Agreement as so adjusted will continue in full force and effect for the remaining Term.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a NSF fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment.

5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's property resulting from the provision of services.

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of the Term for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: (a) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly Charges multiplied by six; (b) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly Charges multiplied by the number of months remaining in the Term; (c) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly Charges multiplied by three; or (d) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly Charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility.

8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. (f) Any blanks or unfilled or unmarked boxes or spaces on this first page shall be deemed to be inapplicable and not affect the validity of this Agreement. (g) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (h) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.