



Rizzetta & Company

Trails Community Development District

Board of Supervisors' Meeting October 5, 2022

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

www.trailscdd.org

TRAILS COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.trailscdd.org

Board of Supervisors

Terence Douglas	Chairman
Douglas Pope	Vice Chairman
Ashley Guioa	Assistant Secretary
Patricia Acree	Assistant Secretary
Corina Buck	Assistant Secretary

District Manager

Lesley Gallagher	Rizzetta & Company, Inc.
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District Counsel

Katie Buchanan	Kutak Rock LLP
Michelle Rigoni	

District Engineer

Vince Dunn	Dunn & Associates
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All cellular phones must be placed on mute while in the meeting room.

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

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Board of Supervisors
Trails Community Development District

September 26, 2022

AGENDA

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Trails Community Development District will be held on **October 5, 2022 at 4:30 p.m.**, at the Winchester Ridge Amenity Center, located at 15431 Spotted Stallion Trail, Jacksonville, Florida 32234.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Easement Variance Policy and Application.....Tab 1
 - 1.) Discharging into Stormwater Pond
 - 2.) Fence Installation
 - 3.) Landscaping
- 4. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 5. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Yours kindly,

Lesley Gallagher

District Manager

Tab 1

**TRAILS COMMUNITY DEVELOPMENT DISTRICT Policy for
Variance Applications for Installation of
Drainage Improvements within District Easements**

Effective: _____

1. If a resident desires to install drainage improvements within property or an easement owned by Trails Community Development District (the “District”), or drainage improvements on private property that may negatively impact District property or improvements, the resident must:
 - a. Submit a written variance application to the District Manager or his or her designee prior to commencement of such installation, in the form included herein as **Attachment A**. The application must be made by the owner of the property and must contain, at a minimum, the following information:
 - i. The contact information of the person making the variance application;
 - ii. The lot number or street address of the lot on which the improvements are to be installed;
 - iii. A description of the improvements to be installed;
 - iv. A diagram showing the proposed location of the improvements; and
 - v. The requested commencement date of the installation of said improvements.
 - b. Pay an application fee of \$____ to offset the District’s cost of processing the variance application, including District Engineer review.
2. The District Engineer shall review the variance application to determine if the proposed drainage improvements would have a negative impact on any District improvements. Such review may include, in the District Engineer’s discretion, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:
 - a. Approve the variance application, with or without conditions; or
 - b. Deny the variance application.
3. If the District Engineer recommends denying the application, District staff shall notify the applicant that the variance application was denied and that the proposed improvements may not be installed.
4. If the District Engineer recommends approving the application, unless other considerations necessitate denying the application, District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as **Attachment B**, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. Upon execution of the agreement, District staff shall record the agreement in the Official Records of Duval County. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.
5. There shall be no requirement to bring the variance application before the Board of Supervisors for approval, unless the District Engineer decides that extraordinary circumstances warrant Board consideration.
6. The District’s approval of a variance application constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but not limited to approvals from the HOA, Duval County, and any other entities having an interest in the property, as applicable.
7. If improvements are constructed within a District easement or on District property without prior approval, including improvements that exceed the scope of any prior approval, the District reserves the right to require the resident to remove, relocate, or modify the improvements at the resident’s sole expense. If the

resident is unresponsive to the District's requests, the District may remove said improvements on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this policy or to collect any costs due.

8. If improvements are constructed with approval within a District property or easement but at some point in the future, said improvements threaten the health, safety, integrity or welfare of residents or District improvements, the District will make every reasonable effort to contact the landowner to work to resolve the issues but may, in its reasonable discretion, modify or remove the landowner's improvements immediately to protect said interests.

DRAFT

TRAILS COMMUNITY DEVELOPMENT DISTRICT
Variance Application
for Installation of Drainage Improvements

Trails Community Development District owns property and easement rights throughout the community for the purpose of maintaining certain infrastructures, including the stormwater and drainage system. Property owners seeking to make drainage improvements in the District's easements, on District property or in areas where such improvements may negatively impact District property or improvements, must fill out this Variance Application and return the completed form, along with the application fee and a sketch of the plan, to the District Offices at the address below. All Variance Applications will be reviewed in accordance with the District's Policy for Variance Applications for Installation of Drainage Improvements within District Property and Easements.

Name of Owner: _____

Address: _____

Telephone: _____ Email: _____

Description of proposed improvements (attach a survey sketch showing the proposed location of the improvements): _____

Proposed installation commencement date: _____

Acknowledgements (please initial by each):

- _____ I acknowledge that I must pay a \$_____ application fee. If I do not, my application may be denied without further consideration.
- _____ I acknowledge that any approval is only for the improvements in this application, and that upon completion of the improvements, the District Engineer must certify that the improvements do not exceed the scope of any approval. If my plans change, I must file a new variance application.
- _____ I acknowledge that approval of this variance application is approval from Trails Community Development District only, and that I am responsible for obtaining any other necessary approvals, including but not limited to approvals from any HOA, Duval County, or any other entity having an interest in the property or improvements, as applicable.
- _____ I acknowledge that if this variance application is approved, I will be required to execute a Variance Agreement, which will be recorded in the official records of Duval County, Florida. No improvements may be installed until the Variance Agreement is executed and recorded.
- _____ I acknowledge that this variance application must be made by the legal owner of the property. I certify that I am the legal owner of the property.

Owner's Signature

Print Name

Date

Please submit this completed application with a survey sketch to the District Manager by e-mail at CLBrown@rizzetta.com or by mail at TRAILS CDD c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

After recording, please return to:
Trails CDD
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

**VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS
WITHIN DISTRICT EASEMENT OR PROPERTY**

This *Variance Agreement for Installation of Improvements within District Easement or Property* (“**Agreement**”) is entered into as of this ____ day of _____, 20____, by and among _____ (“**Owner**”) and Trails Community Development District (“**District**”), a local unit of special purpose government created pursuant to Duval County Ordinance No. 2004-47.

WITNESSETH:

WHEREAS, Owner is the owner of Lot_____, (“**Lot**”), as per the plat (“**Plat**”) of _____, recorded as Instrument Number _____, of the Public Records of Duval County, Florida (“**Property**”); and

WHEREAS, Owner desires to install certain improvements described as _____ (“**Improvements**”) within a District easement or property (“**Easement**”) abutting Owner’s Lot (“**License Area**”), as shown on the Plat; and

WHEREAS, due to the District’s legal interests in the Easement, among other reasons, Owner requires the District’s consent before installing Improvements within the License Area; and

WHEREAS, the District has consented to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
2. **License for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the License Area.
3. **Owner Responsibilities.** The Owner has the following responsibilities:
 - a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.
 - b. The Owner shall be responsible for ensuring that the installation and maintenance of the

Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, stormwater permits, etc.).

- c. The District, by entering into this Agreement, does not represent that the District has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any applicable permits and approvals relating to the work (including but not limited to any approvals of any applicable homeowner's association, Duval County, as well as any other necessary legal interests and approvals).
 - d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property or improvements of District, including but not limited to the pond bank or stormwater facilities, or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option.
 - e. Owner's exercise of rights hereunder shall not interfere with District's rights under the Easement. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any District infrastructure or improvements that may be located within the Easement. It shall be Owner's responsibility to locate and identify any such pre-existing infrastructure and improvements. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing infrastructure and improvements prior to installation of the Improvements and to perform the work to install the Improvements. The District, its officers, supervisors, employees, professional staff and agents shall be named as a certificate holder under the contractors, or Owner's, insurance policy for said work.
 - f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and care of any such Improvements and agrees to maintain the Improvements in good condition.
 - g. Additionally, the Owner shall keep the License Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.
4. **Removal and/or Replacement of Improvements.** The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Easement(s) described above and agrees never to deny such interest or to interfere in any way with District's use. Owner will exercise the privilege granted herein at Owner's own risk and agrees that Owner will never claim any damages against District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner further acknowledges that, without notice, the District may remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner's expense, and that the District is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.
5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless the District, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.
6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein,

shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
8. **Default.** A default by either party under this Agreement – including but not limited to Owner's failure to meet its obligations under Section 3 above – shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.
9. **Attorney's Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.
10. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[signatures continue on following page]

Witnesses:

Trails Community Development District

By:_____

By:_____

Print Name

Chairperson of the Board of Supervisors

By: _____

Print Name

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, as Chairperson of the Board of Supervisors for Trails Community Development District, on behalf of said District. He/She ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[end of signature pages]

**TRAILS COMMUNITY DEVELOPMENT DISTRICT Variance
Application Report**

Applicant: _____

Application date: _____

Part 1: To be Completed by the District Engineer

Was an in-person inspection necessary?

☐ Yes; date completed: _____ ☐ No

Recommendation:

☐ Approve

☐ Approve with conditions (list here): _____

☐ Deny (provide reason(s) here): _____

Signature of District Engineer

Date

Part 2: To be Completed by the District

Based on a review of the Variance Application and the recommendation of the District Engineer, the District:

☐ Approves the Variance Application

☐ Approves the Variance Application with the conditions listed above

☐ Denies the Variance Application (provide reason(s) here): _____

Signature of District Manager

Date

Part 3: To be Completed by the District Engineer (Post-Installation Review)

The improvements as installed are ☐ compliant ☐ non-compliant with the District's approval.

Signature of District Engineer

Date

Note to Staff

Please attach the Variance Application, along with any attachments, to this form and retain in the District records.