

**MINUTES OF CONTINUED MEETING
BOBCAT TRAIL
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Bobcat Trail Community Development District, held Thursday, February 16, 2023 at 3:00 p.m., was recessed and reconvened Friday, February 24, 2023 at 8:00 a.m. at the Bobcat Trail Community Center, located at 1352 Bobcat Trail Boulevard, North Port, Florida 34288.

Present and constituting a quorum were:

Robert Etherton	Chairman
Janet Guyer	Vice Chairperson
Jeffrey Brall	Assistant Secretary
Richard Burke	Assistant Secretary
Paul Fisher	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
David Jackson	District Counsel
Members of the Public	

Following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Faircloth called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

**Discussion on Agenda Item 9Aii –
Settlement Discussion with the Golf
Course**

- Mr. Faircloth commented that he was asked by Mr. Smith to change the meeting to Monday to give the Club more time to respond to the settlement agreement documents provided. Mr. Faircloth commented he informed Mr. Smith the Board would have to vote on such an item.

- Mr. Faircloth read a statement from Mr. Smith into the record. Mr. Smith is still working on documents.
- Mr. Jackson commented he believes there is an agreement in principle. There were minor changes to the Well and Water Agreements.
- The Settlement Agreement is straightforward.
- Mr. Jackson recommended that Mr. Smith be given a deadline to submit all documents by this afternoon, or the continued meeting for Monday will be cancelled, and the Board will address the issue at the next CDD Meeting.
- Ms. Guyer wanted to know whether the SWFWMD permit which was included in the Well Agreement needs to be addressed. Mr. Jackson responded that it is not required to be addressed, but should be cleared with the new owner.
- Mr. Fisher believes the Board should cooperate with Mr. Smith and continue the meeting to Monday to resolve the issue.
- It appears from the draft agreements that the CDD and Fairway Commons have operational control of the irrigation system.
- Mr. Brall commented Mr. Smith owes Metro P.S.I., the company which maintains the pumphouse, money from previous work done for him. Mr. Brall expressed concern that if Mr. Smith remains in control, Metro P.S.I. will no longer maintain the equipment. Mr. Brall would like for Mr. Smith to pay Metro P.S.I. for the prior work for which he owes them. Mr. Jackson does not believe the District should get involved with payment issues of Metro P.S.I. and the Club.
- Mr. Faircloth noted the CDD will continue to invoice the golf course for their portion.
- Mr. Smith was not willing to tell the Board who the buyer is right now, until this issue is settled.
- Mr. Brall indicated the CDD has spent \$92,804.48, and Fairway Commons has spent \$47,251.09 to date on pumphouse repairs.
- Pump #1 will need to be repaired or replaced soon. Mr. Faircloth advised it would be a good idea to have a new agreement in place before anything is done with this pump.

- The Board discussed recourse for the CDD and Fairway Commons if Mr. Smith does not pay his share for any repairs or maintenance. Mr. Jackson indicated with an agreement in place, he may be sued.
- Mr. Jackson commented all documents have been vetted through Mr. Smith's attorney.

THIRD ORDER OF BUSINESS

Public Comment (3) Minute Time Limit

Members of the public provided comments and questions regarding the following items:

- Mr. Smith's closing and whether it is being sold to a developer or for a golf course.
- The agreement and its concessions, and personal opinions regarding Mr. Smith.
- Reimbursement of repair costs. Mr. Jackson noted the repair costs would be paid as part of the Settlement Agreement, without imposing a lien on the property.
- Mr. Jackson commented once the District has the easement, it runs with the land, but the injunction does not.
- Mr. Jackson indicated the Settlement Agreement is considered an amendment of both the Well Cooperation and Water License Agreements. The Irrigation Agreement is not affected.
- If Mr. Smith does not pay, the new agreements would be terminated, and the Board would have to obtain a judgment to place a lien. The timeframe will be less than one year.
- The 99-year lease which Fairway Commons has with the Water Agreements does not change.

FOURTH ORDER OF BUSINESS

District Manager's Report

- Mr. Faircloth updated the Board on progress with FPL regarding the new power meter for the pool and that invoices should begin to be sent soon.

FIFTH ORDER OF BUSINESS

Supervisors' Requests

Ms. Guyer MOVED to approve a contract in the amount of \$5,603.26 to repair street signs damaged by Hurricane Ian, and Mr. Etherton seconded the motion.
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Hearing no comments from the audience or the Board,

On VOICE vote, with all in favor, the prior motion was approved.

- Mr. Etherton requested any items for the next Infrastructure/Asset Management Committee meeting.
- Mr. Jackson requested a motion for the 30-day notice for monument maintenance. The seven-day notice failed. Mr. Faircloth noted the Board needs to ensure LMP is not mowing the area.

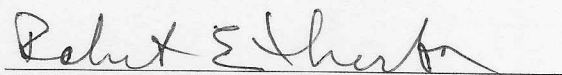
On MOTION by Mr. Brall, seconded by Mr. Etherton, with all in favor, District Counsel was authorized to prepare a 30-day notice to Mr. Smith regarding maintenance of the monument areas, as discussed.

SIXTH ORDER OF BUSINESS

Continuation

There being no further business,

On MOTION by Mr. Burke, seconded by Mr. Etherton, with all in favor, the meeting was continued to Monday, February 27, 2023 at 12:00 p.m. at the Bobcat Trail Community Center, located at 1352 Bobcat Trail Boulevard, North Port, Florida 34288.



Robert Etherton
Chairman