

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

The regular meeting held Thursday, February 16, 2023, which was recessed and reconvened Friday, February 24, 2023, was recessed and reconvened 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.

Present and constituting a quorum were:

Robert Etherton  
Janet Guyer  
Jeffrey Brall  
Richard Burke  
Paul Fisher

Chairman  
Vice Chairperson  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also present were:

Justin Faircloth  
David Jackson  
Members of the Public

District Manager  
District Counsel

*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. Jackson provided updates on the changes to the various agreements and noted the agreement between the CDD and Fairway Commons HOA still needed to be worked out.
- Revised documents were prepared to change the deadline for payment to March 27, 2023.
- The last *Whereas* clause was deleted from the Amendment.
- There were questions and concerns regarding the HOA.
- A key component to this deal involves revisiting the Cost Sharing Agreement with the Fairway Commons Association. Mr. Jackson spoke to the Fairway Commons

Attorney, Mr. Sturgis, and he agreed the Board should do anything possible to expedite the agreement.

- Mr. Jackson recommends that if the documents appear acceptable, the Board should authorize approval and signature by the Chair subject to getting the final portion worked out with the Association.
- Mr. Faircloth has not received further feedback from Mr. Smith.
- Mr. Smith mentioned at previous CDD meetings that he wants to have the golf course reopened. Mr. Jackson confirmed Mr. Smith has stated the fact that he wants to open the golf course as soon as possible.
- The agreement indicates the CDD may take possession of the pumphouse and everything attached to it. It does not constitute ownership, as there is no bill of sale to be transferred.
- The amended agreement states that Mr. Smith is responsible for 70% of the costs for maintenance of the well and pumphouse. Mr. Brall suggested to include terms for him to provide an escrow account so that if he does not pay, the CDD can obtain the funds needed to maintain the equipment. Mr. Jackson responded this would constitute a major change to the Agreement.
- There is no end date for Mr. Smith to contribute 70% of the costs. Mr. Faircloth noted it is in perpetuity. If the property is sold, the agreement would apply to the new owner.
- Mr. Faircloth noted that if there were a new owner, the agreements may be more simplified, as the relationship would change.
- Mr. Jackson confirmed that if Mr. Smith does not pay by March 27, 2023, the Injunction will not be lifted.
- With regards to the 30% remaining, Mr. Jackson would like to re-visit the Cost Sharing Agreement with Fairway Commons. However, he wants to keep it separate from the Golf Course Agreements.
- Mr. Faircloth wants to know which party takes the lead on issues associated with these Agreements. Mr. Jackson indicated this item would be addressed in the Cost Sharing Agreement.
- The escrow amount was discussed.

- The leadership role for the watering system was discussed.
- The Board requested Mr. Faircloth reach out to Mr. Smith inquiring about the ability to establish an escrow account that would cover Club expenses should they default.

**THIRD ORDER OF BUSINESS****Supervisors' Requests**

- Mr. Brall presented a proposal to remove the four Washingtonian Palms which are still standing on the Boulevard. The price will increase by \$2,000 if not done now.

Mr. Brall MOVED to approve a proposal to remove four Washingtonian Palms standing on Bobcat Trail Boulevard in the amount of \$3,355, as discussed, and Mr. Etherton seconded the motion.
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- A resident commented that it makes sense to remove them now since the price is cheaper.

There being no further discussion,

On VOICE vote, with all in favor, the prior motion was approved.
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- Mr. Etherton discussed the fence at the tennis courts. The poles and hardware have not been ordered. This was approved under a separate contract. The approval is for approximately \$1,500 to purchase parts needed to repair the fence, and Mr. Ditterline and other volunteers will make the repairs. Mr. Faircloth advised that Mr. Etherton has a \$2,000 spending authority.
  - Mr. Faircloth indicated the Board previously approved the work to be done by Americast back in November. However, they never completed the work and rescinded their contract. Ms. Guyer noted the contract has been canceled for the tennis court repairs with Americast.
- Mr. Burke indicated a PRV malfunctioned and 19 homes are not receiving the appropriate water pressure for their irrigation systems. Mr. Burke discussed a proposal from Hoover to repair the PRV for approximately \$1,060.
  - Mr. Burke advised that the two PRVs in the back should be checked.

**FOURTH ORDER OF BUSINESS**

**New Business**

- Mr. Burke noted that the pool lift was extensively damaged during the hurricane. It cannot be used in its present condition.
  - Mr. Burke described the damage, which is serious.
  - Mr. Faircloth indicated this lift must be repaired in accordance with federally mandated ADA requirements. Signage should be posted that it is out of service, and the Board should be actively seeking to have it repaired as soon as possible.
  - This item may be covered under hurricane costs.

**FIFTH ORDER OF BUSINESS**

**Resident Concerns**

- Mr. Etherton discussed that residents had requested a flagpole at the Community Center, at their expense. An area was identified, and it requires Board approval.
  - Ms. Guyer indicated lighting would be needed, and someone needs to remove the flag each evening.
  - There are solar options available for the lighting.
  - The Board agreed to accept an ongoing flag donation for the Clubhouse.

**SIXTH ORDER OF BUSINESS**

**Public Comment (3) Minute Time Limit**

Residents commented on the following items:

- Including a requirement in the contract with Mr. Smith that the contract will be null and void if he sells it to a developer. Mr. Faircloth noted Mr. Smith would not agree to that.
- Responsibility for the pumphouse.
- Fairway Commons irrigation.
- The Easement versus the Injunction was addressed by Mr. Jackson.

**SECOND ORDER OF BUSINESS**

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

- Mr. Faircloth noted that Mr. Smith indicated via text he was not willing to consider an escrow account unless other items within the contract could be renegotiated.
- The Easement was discussed.

- Mr. Etherton does not believe the escrow should be a dealbreaker.
- Mr. Brall inquired if Mr. Smith or Cloud Ten volunteered any information as to the reason they want the Injunction removed. Mr. Jackson commented that Mr. Smith wants to get out of this Injunction to sell the property.

Mr. Etherton MOVED to accept the Settlement Agreement, Well Cooperative Agreement and Water Agreement with Mr. Rich Smith, and Fairway Commons as amended and discussed, not to include escrow, and Mr. Burke seconded the motion.

There being no further discussion,

On VOICE vote with Mr. Etherton, Mr. Burke and Mr. Fisher voting aye, and Mr. Brall and Ms. Guyer voting nay, the prior motion was approved.

- Mr. Smith and Fairway Commons still needs to vote on this.
- Mr. Jackson suggested designating a Board member to work with him regarding any questions, and preparing the draft Agreements for review at the next meeting. Mr. Fisher was designated to continue working with Mr. Jackson.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Mr. Brall, seconded by Ms. Guyer, with all in favor, the meeting was adjourned at 1:30 p.m.



Robert Etherton  
Chairman