

Tern Bay

Community Development District

Meeting Agenda

April 7, 2026

JPWard and Associates, LLC

2301 N.E. 37th Street

Fort Lauderdale, Florida 33308

Phone: (954) 658-4900

TERN BAY

Community Development District

LOCATION: Heritage Landing Clubhouse
14571 Heritage Landing Blvd.
Punta Gorda, Florida 33955

DATE: April 7, 2026

TIME: 9:00 AM

MEETING AGENDA

Board of Supervisors

Tara Brady, Chairman
Denise Blakely, Vice-Chairman
Vickey DeLuca, Assistant Secretary
Robert D. Brady, Assistant Secretary
Gary Hamilton, Assistant Secretary

James P. Ward, District Manager
2301 N.E. 37th Street
Fort Lauderdale, Florida 33308
JimWard@JPWardAssociates.com
Phone: (954) 658-4900

The Public is provided with two opportunities to speak during the meeting. The first time is at the beginning of the meeting, and the second time is at the end of the agenda, on any other matter not on the agenda. These are limited to three (3) minutes unless further time is granted by the Presiding Officer. All remarks shall be addressed to the Board as a body and not to any member of the Board or staff. Please state your name and the name of the entity represented (if applicable) and the item on the agenda to be addressed.

Pursuant to Florida Statutes 286.0105, if a person decided to appeal any decision made by the body with respect to any matter considered at such meeting, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.

Meeting Link: <https://districts.webex.com/districts/j.php?MTID=m1de28c34a0fd24870c688751eec70a15>

✓ Phone: (408) 418-9388 Code: 2332 688 5549; Event Password: Jpward

APRIL, 2026

M	T	W	T	F	S	S
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6	7	8	9	10	11	12
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27	28	29	30			

AGENDA

1. Call to Order & Roll Call
2. Workshop for Proposed Budget for Fiscal Year 2027 - which covers the period October 1, 2026 through September 30, 2027.

The Budget workshop is scheduled from 9:00AM to 10:30AM.

- I. Resident Comment:
 - a) Please limit your questions to (3) minutes on matters related to the Fiscal Year 2027 Budget. The Chair will ask for all questions, and after all questions, the Board will respond to any questions.
- II. Board Comment:
 - a) Board Members will take each department by itself and ask questions or comments, and the staff will respond to each question by department. Once the Board completes its review of the department, the Board will continue onto the next department, and so on. The Staff will be in a position to provide continued updates to assessment rates, as we go through this process. Once completed and the final assessment rate is determined, the final budget will be finalized for the Public Hearing. Please note the budget must be approved at this meeting in order for the Public Hearing to be advertised/scheduled for June 2, 2026.

Pages 8-19

Regular Agenda Items - Will be considered beginning at 10:45AM.

3. Public Comments for Agenda items.
These are limited to three (3) minutes and individuals are permitted to speak on items included in the agenda.

4. Minutes:
 - I. March 3, 2026 - Regular Meeting.
 - II. March 11, 2026 - Special Meeting.

Pages 20-61

5. Consideration of the Community Development District Irrigation Maintenance Agreement between Tern Bay Community Development District and Heritage Landing Master Association, Inc.

Pages 62-74

6. Staff Reports.
 - I. District Attorney.
 - II. District Engineer.

AGENDA

III. District Manager.

a) **Important Meeting Dates for Fiscal Year 2026:**

1. Next Meeting: **Tuesday, May 5, 2026.**
2. **Tuesday, June 2, 2026 - Public Hearing FY 2027 Budget.**
3. General Election Qualifying Period: **June 8, 2026 - June 12, 2026** (Seat 2, Seat 3 and Seat 5).

b) Financial Statement for the period ending February 28, 2026 (unaudited).

c) Financial Statement for the period ending March 31, 2026 (unaudited).

Pages 75-96

7. Supervisor's Requests:

8. Public Comments for Non-Agenda items.

These are limited to three (3) minutes and individuals are permitted to speak on items not included in the agenda.

9. Adjournment.

Meeting Schedule - FY 2026

Tuesday, October 7, 2025

Tuesday, November 4, 2025

Tuesday, December 2, 2025

Tuesday, January 6, 2026

Tuesday, February 3, 2026

Tuesday, March 3, 2026
Tuesday, March 11, 2026

Tuesday, April 7, 2026

Tuesday, May 5, 2026

Tuesday, June 2, 2026

Tuesday, July 7, 2026

Tuesday, August 4, 2026

Tuesday, September 1, 2026

AGENDA

This portion of the agenda is provided for a more comprehensive explanation of the items for consideration by the Board of Supervisors during the meeting.

Item 2: Is a continuation of the District’s Budget review for the Fiscal Year 2027 Budget. The Budget timeline is as follows:

Date of Action	Action Required	Description
April 7, 2026	Budget Workshop for Residents	Budget Discussion
May 5, 2026	Approval to be able to go to Public Hearing.	Budget Workshop (Approval of Budget Required at this Meeting)
June 2, 2026	Public Hearing to Adopt Proposed Budget	ADOPTION REQUIRED
Week of August 21, 2026	Adopted Assessment Rate to Property Appraiser/Tax Collector	Manager Responsibility

During this discussion, Members will be allowed to offer amendments to delete or reduce any line item in the Budget as well as propose any additional item(s) that a Board Member wants to add to the Budget. The District may NOT increase the Budget, but the District can decrease the budget, thereby decreasing the assessment rate during the review period of the Budget.

The Fiscal Year 2027 Budget plan for operations and capital continue on a steady plan to keep the Community’s assets well maintained insuring that the District’s operations plans include a forward plan for the future in identifying life expectancy and evaluating certain assets that are nearing the end of their useful life.

The Public Hearing Date is scheduled for **Tuesday, June 2, 2026, at 10:00 A.M.** at the **Heritage Landing Amenity Center, 14571 Heritage Landing Boulevard Punta Gorda, Florida 33955.**

Item 3: Public Comments for Agenda items.
These are limited to three (3) minutes and individuals are permitted to speak on items included in the agenda.

Item 4: Minutes - March 3, 2026 - Regular Meeting.
March 11, 2026 - Special Meeting.

AGENDA

- Item 5: Consideration of the Community Development District Irrigation Maintenance Agreement between Tern Bay Community Development District and Heritage Landing Master Association, Inc.

- Item 6: Staff Reports: - Staff Reports are an opportunity to communicate to the Board of Supervisors on matters that did not require Board action or that did not appear on the Agenda and the Professional Staff deemed this to be of a matter that was to be brought to the attention for action or informational purposes of the Board of Supervisors before the ensuing Board of Supervisors Meeting.

EDUCATION

Vineland Elementary announces Herons of the Month

STAFF REPORT

ROTONDA — Vineland Elementary School recently announced its Herons of the Month for February.

The school recognizes the students selected each month with a ceremony. American Legion Auxiliary Post 113 provides and presents ribbons for each student.



PHOTOS PROVIDED BY VINELAND ELEMENTARY

Vineland Herons of the Month for February include, from left, (front row) Stanley Velez, Stella Gagno, Harrison Briggs, Cole Davis (back) Hayden Updyke, Lorelai Keith, Colten Brooks and Samuel Gregory.



Vineland Herons of the Month for February include, from left, (front) Elijah McMillen, Tallulah Lewis, Bodhi Howard, Brady Pickle, (back) Alice Hedvicek, Lucas Menendez, Ruby Chick, Lavell Hall, and Callen VanderPloeg.



PROVIDED BY VINELAND ELEMENTARY

Vineland Herons of the Month for February include, from left, (bottom) Nella Czech, Carter Bada, Madelyn Blanco, Carleigh Caban Corra, (back) Scot Kirkpatrick, James Ballard, Oliver Thomas, Jayden Gonzalez and Silas Campbell.

EDUCATION

Students receiving honors

STAFF REPORT

PHI BETA KAPPA

Rayna Barone, of Englewood, and **Autumn Riley**, of Port Charlotte, were recently elected to membership into The Honor Society of Phi Kappa Phi, the nation's oldest and most selective all-discipline collegiate honor society, at Florida International University.

Ava Hilton, also of Port Charlotte, was elected to The Honor Society of Phi Kappa Phi, at the University of Florida.

Phi Kappa Phi was founded in 1897 under the leadership of undergraduate student Marcus L. Urann who had a desire to create a different kind of honor society: one that recognized excellence in all academic disciplines.

DEAN'S LIST, HONOR ROLL

Faith Lynn Hobbs and **Maddy Wolfgang**, both of Port Charlotte, were named to the dean's list for the fall semester at Wilson College in Chambersburg, Pennsylvania.

Alexa Estevez of Port Charlotte, was named to the East Tennessee State University fall dean's list.

Jenna Santaniello, of North Port, and **Molly Ennis**, of Punta Gorda,

were recognized on the dean's list for excellence in academics at Georgia Southern University in Statesboro.

Spencer Dotzler of North Port, has been named to the dean's commendation list at the University of Nebraska-Lincoln for the fall semester.

Mallory Goerd, of Port Charlotte, was named to the University of Mississippi's fall honor roll. Goerd, in the B.A. in psychology program, was named to the chancellor's honor roll.

Nicole Paul, of North Port, earned dean's list honors at the University of Tampa for the fall semester. Paul is a sophomore majoring in Finance BS.

Isabella Noonan, of Port Charlotte, was named to University of Rhode Island fall dean's list.

Mitchell Strickland, of Punta Gorda, was named to the dean's list during the fall semester at Lee University in Cleveland, Tennessee.

Nicole Droeger and **Anthony Ferdella**, both of Port Charlotte were named to the University of Tampa's dean's list for the fall semester. Droeger is a senior majoring in communication and speech studies. Ferdella is a junior majoring in international business and management.

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Notice to creditors

IN THE CIRCUIT COURT FOR DESOTO COUNTY, FLORIDA PROBATE DIVISION File No. 2025CP000110AXMA

IN RE: ESTATE OF CARL R. WATSON, aka CARL RONALDO WATSON Deceased.

NOTICE TO CREDITORS

The administration of the estate of CARL R. WATSON, also known as CARL RONALDO WATSON, deceased, whose date of death was July 1, 2025, is pending in the Circuit Court for Desoto County, Florida, Probate Division, the address of which is 115 East Oak Street, Room 101, Arcadia, FL 34266. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate, on whom a copy of this notice is required to be served, must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM. All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

The personal representative has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Uniform Disposition of Community Property Rights at Death Act as described in ss. 732.216-732.228, applies, or may apply, unless a written demand is made by a creditor as specified under s. 732.2211, Florida Statutes.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733.702 WILL BE FOREVER BARRED. NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED. The date of first publication of this notice is: March 29, 2026.

Robert D. Hines, Esq. Attorney for Personal Representative Florida Bar No. 413550 Hines Norman Hines, P.L. 315 S. Hyde Park Ave Tampa, FL 33606 Telephone: 813-251-8659 Email: rhines@hnh-law.com Secondary Email: rhartt@hnh-law.com MARLATER HUGHES Personal Representative 786 Burland St Punta Gorda, FL 33950 Publish: 03/28/26, 04/04/26 359398 3986114

IN THE CIRCUIT COURT FOR DESOTO COUNTY, FLORIDA File No.: 2025-CP-000150

IN RE: SARAFINO T. SARAF, JR., Deceased.

NOTICE TO CREDITORS

The administration of the estate of SARAFINO T. SARAF, JR., deceased, whose date of death was July 16, 2025, is pending in the Circuit Court for Desoto County, Florida, Probate Division, File Number 2025-CP-000150, the address of which is Desoto County Clerk of Court, Attention: Probate, 115 East Oak Street, Arcadia, Florida 34266. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court WITHIN THE LATER OF THREE (3) MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR THIRTY (30) DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN SECTION 733.702 OF THE FLORIDA PROBATE CODE WILL BE FOREVER BARRED. NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this notice is March 29, 2026. Personal Representative: JUDY JENNINGS, 4375 Mack Ave.,

Notice to creditors

Gasport, NY 14067 Attorney for Personal Representative: William J. Fuller, III, Esq. Florida Bar No. 218626 Fuller Law Firm 1058 N. Tamiami Trail, Suite 108-268, Sarasota, Florida 34236 Email address: fullerlawfirm@mac.com Telephone: 941.955.6446 Facsimile: 941.296.8900 Publish: 03/29/26, 04/05/26 395956 3986122

IN THE CIRCUIT COURT FOR CHARLOTTE COUNTY, FLORIDA File No: 26-127-CP Probate Division

IN RE: ESTATE OF SIMONE MONTINAT, Deceased.

NOTICE TO CREDITORS

The administration of the estate of SIMONE MONTINAT, whose date of death was February 9, 2025, is pending in the Circuit Court for Charlotte County, Florida, Probate Division, the address of which is 350 East Marion Avenue, Punta Gorda, Florida 33950. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court WITHIN THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM. All other creditors of the decedent and other persons having claims or demands against decedent's estate, must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

The personal representative has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Uniform Disposition of Community Property Rights at Death Act as described in ss.732.216-732.228, applies, or may apply unless a written demand is made by a creditor as specified under s. 732.2211, Florida Statutes. ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN SECTION 733.702 OF THE FLORIDA PROBATE CODE WILL BE FOREVER BARRED. NOTWITHSTANDING THE TIME PERIOD SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED. The date of first publication of this Notice is March 29, 2026.

Attorney for Personal Representative: Arlene C. Chase, Esq. Florida Bar No. 0033591 Arlene C. Chase, P.A. 21216 Olean Blvd., Suite 1 Port Charlotte, FL 33952 Telephone: 941-575-5142

Personal Representative: FRANOIS MONTINAT 1149 Vernon Avenue Port Charlotte, FL 33948 Publish: 03/29/26, 04/05/26 311828 3986441

Notice of meeting

NOTICE OF WORKSHOP AND MEETING TERN BAY COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the Board of Supervisors of the Tern Bay Community Development District (the "District") will hold a Budget Workshop on **Tuesday, April 7, 2026 at 10:30 A.M.**, and a Regular Meeting of the Board of Supervisors on **Tuesday, April 7, 2026 at 10:45 A.M.** at the **Heritage Landing Clubhouse, 14571 Heritage Landing Boulevard, Punta Gorda, Florida 33955.**

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for the meeting may be obtained from the office of the District Manager, JP Ward & Associates, LLC, 2301 NE 37th Street, Fort Lauderdale, Florida, 33308, at least seven (7) days in advance of the meeting, by phoning (954) 658-4900. In addition, the agenda will be posted on the District's website at www.ternbaycdd.org

The meetings may be cancelled or continued to a date, time and location specified on the record at the meeting.

In accordance with the provisions To view today's legal notices and more visit, www.floridapublicnotices.com

Notice of meeting

of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (954) 658-4900, at least five (5) days prior to the date of the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for assistance in contacting the District Office.

If any person decides to appeal any decision made with respect to any matter considered at these board meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Tern Bay Community Development District James P. Ward, District Manager Publish: 03/29/26 403599 3984692

Other notices

STATE OF FLORIDA

DEPARTMENT OF ENVIRONMENTAL PROTECTION NOTICE OF PROPOSED AGENCY ACTION

The Department of Environmental Protection (Department) gives notice of its intent to issue a Formal Determination of the Landward Extent of Wetlands and Other Surface Waters (File No. FD08-0315828-003) to the Hall Family Ranch LLC, c/o Paul Mann, IVA Environmental Services, 22012 Kimble Ave, Port Charlotte, FL, 33952, for the property located in Section 20/21, Township 20S, Range 20E, Charlotte County.

The Department's file is available online and can be accessed through the Department's electronic database at: [https://dep.dms.dep.state.fl.us:443/Oculus/servlet/shell?command=hitlist&\[freeText\]=&\[folderName\]=&\[profile=Administrative%2BPermitting_Authorization\]&\[creator\]=&\[entityType=any\]&\[createdDateTo\]=&\[catalog=23%2C24%2C26%2C27%2C45%2C46\]&\[searchBy=Profile\]&\[sortBy=Document+Date\]&\[createdDate\]=&\[County=_EQ_CHARLOTTE\]&\[District=_EQ_SD\]&\[Facility-Site+ID=_EQ_ER-P_315828\]&\[Application+Number=_EQ_0315828003\]](https://dep.dms.dep.state.fl.us:443/Oculus/servlet/shell?command=hitlist&[freeText]=&[folderName]=&[profile=Administrative%2BPermitting_Authorization]&[creator]=&[entityType=any]&[createdDateTo]=&[catalog=23%2C24%2C26%2C27%2C45%2C46]&[searchBy=Profile]&[sortBy=Document+Date]&[createdDate]=&[County=_EQ_CHARLOTTE]&[District=_EQ_SD]&[Facility-Site+ID=_EQ_ER-P_315828]&[Application+Number=_EQ_0315828003])

If you have any questions or are experiencing difficulty viewing the electronic application, please email to MiningAndMitigation@dep.state.fl.us or call (850)245-8336.

The Department will issue the Formal Determination of the Landward Extent of Wetlands and Other Surface Waters, unless a timely petition for an administrative proceeding is filed pursuant to the provisions of Sections 120.569 and 120.57, Florida Statutes (F.S.). On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, Florida Administrative Code (F.A.C.), a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific

rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 or at agency_clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the petitioner must be filed within 21 days of receipt of this notice. Petitions filed by any persons other than the petitioner, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 or at agency_clerk@dep.state.fl.us, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. Mediation is not available in this proceeding. Publish: 3/29/26 439354 3985840



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Tern Bay

Community Development District

*Proposed Budget
Fiscal Year 2027*

Revision 1 – March 3, 2026

Prepared By:

JPWard and Associates, LLC

2301 N.E. 37th Street

Fort Lauderdale, Florida 33308

Phone: (954) 658-4900

Email: JimWard@JPWardAssociates.com

Tern Bay Community Development District
General Fund - Budget
Fiscal Year 2027

Description	Fiscal Year 2026 Amended Budget	Actual at 1/26/2026	Anticipated FYE 9/30/2026	Fiscal Year 2027 Proposed Budget	REVISION 1 - March 3, 2026	Notes
Revenues and Other Sources						
Carryforward - Reserves						
GF Reserve Distribution	\$ 678,899	\$ -	\$ 678,899	\$ -	\$ -	- Additional Cash Required to fund Operations
Interest Income - General Account	\$ 30,000	\$ 7,579	\$ 45,476	\$ 40,929	\$ 40,929	Interest on Cash Balances - General Fund Account
Special Assessment Revenue						
Special Assessment - On-Roll	\$ 1,249,598	\$ 1,055,864	\$ 1,249,598	\$ 2,317,246	\$ 1,846,063	Assessments from Property Owners
Total Revenue and Other Sources	\$ 1,958,497	\$ 1,063,443	\$ 1,973,973	\$ 2,358,175	\$ 1,886,991	
Appropriations and Other Uses						
Legislative						
Board of Supervisor's Fees	\$ 12,000	\$ 4,000	\$ 12,000	\$ 12,000	\$ 12,000	Statutory Required Fees
Executive						
Professional - Management	\$ 50,000	\$ 16,667	\$ 50,000	\$ 60,000	\$ 60,000	District Manager
Financial and Administrative						
Audit Services	\$ 6,600	\$ 4,400	\$ 4,400	\$ 4,500	\$ 4,500	Statutory Required Yearly Audit
Accounting Services	\$ 27,300	\$ 9,100	\$ 27,300	\$ 31,500	\$ 31,500	Accounting (All Funds)
Assessment Roll Services	\$ 27,300	\$ 9,100	\$ 27,300	\$ 31,500	\$ 31,500	Preparation/Maintenance (All Fund)
Arbitrage Rebate Fees	\$ 1,000	\$ 500	\$ 1,000	\$ 1,000	\$ 1,000	exceed interest paid on bonds
Other Contractual Services						
Legal Advertising	\$ 1,500	\$ 758	\$ 3,000	\$ 3,500	\$ 3,500	Statutory Required Legal Advertising
Trustee Services	\$ 8,009	\$ -	\$ 8,009	\$ 8,009	\$ 8,009	Trustee Fees for Bonds
Dissemination Agent Services	\$ 6,000	\$ 1,750	\$ 5,250	\$ 6,000	\$ 6,000	Required SEC Reporting for Bond Issues
Bond Amortization Schedules	\$ 500	\$ -	\$ 500	\$ 500	\$ 500	Fees to reamortize bond payable
Property Appraiser/Tax Collector Fees	\$ 50	\$ 66	\$ 66	\$ 60	\$ 60	Fees to place assessments on tax bills
Bank Service Fees	\$ 250	\$ -	\$ 250	\$ 250	\$ 250	Bank Fees - Governmental Accounts
Communications and Freight Services						
Postage, Freight & Messenger	\$ 900	\$ -	\$ 900	\$ 900	\$ 900	Agenda Mailings and other Misc. Mailings
Web Site Maintenance	\$ 2,400	\$ -	\$ 2,400	\$ 2,400	\$ 2,400	Statutory Required Maintenance of District Web Sites
Insurance	\$ 40,242	\$ 35,666	\$ 50,666	\$ 50,000	\$ 50,000	General Liability and D&O Liability Insurance
Meeting Room Rental	\$ 250	\$ -	\$ -	\$ -	\$ -	Board Meeting Room Rental
Printing and Binding	\$ 300	\$ -	\$ 300	\$ 300	\$ 300	Agenda Books and Copies
Subscriptions and Memberships	\$ 175	\$ 175	\$ 175	\$ 175	\$ 175	Department of Economic Opportunity
Legal Services						
General Counsel	\$ 6,500	\$ 10,158	\$ 20,000	\$ 10,000	\$ 10,000	District Attorney

Tern Bay Community Development District
General Fund - Budget
Fiscal Year 2027

Description	Fiscal Year 2026 Amended Budget	Actual at 1/26/2026	Anticipated FYE 9/30/2026	Fiscal Year 2027 Proposed Budget	REVISION 1 - March 3, 2026	Notes
Other General Government Services						
Engineering Services - General						
General Services	\$ 15,000	\$ 3,816	\$ 8,000	\$ 15,000	\$ 10,500	District Engineer
Canoe Path Improvement (Permit Analysis)	\$ 2,500	\$ -	\$ -	\$ -	\$ -	Review of Requirements for improvements to Path
Sub-Total	\$ 208,776	\$ 96,156	\$ 221,516	\$ 237,594	\$ 233,094	
Other Public Safety						
Professional Services						
Access Control Services						
Access Control - Gate Attendant (Ramco)	\$ 72,522	\$ 60,188	\$ 60,188	\$ -	\$ -	- Services though 1/7/26
Access Control - System (Ramco)	\$ 2,359	\$ 8,892	\$ 8,892	\$ -	\$ -	- Services though 1/7/26
Access Control - Gate Attendant (Allied)	\$ 155,749	\$ -	\$ 155,749	\$ 192,192	\$ 223,554	Full Time - at Gates
Access Control - Resident Liaison (Allied)	\$ 48,177	\$ -	\$ 48,177	\$ 62,400	\$ 31,200	Resident Liaison (40 hrs per week) (REDUCED TO 20 HOURS/WK)
Access Control - System - (Entrance IQ)	\$ 29,182	\$ 5,501	\$ 32,182	\$ 31,835	\$ 31,835	Welcome Gate Technology/Software
Utilities						
Electric	\$ 2,400	\$ 262	\$ 2,400	\$ 2,400	\$ 2,400	
Water and Wastewater	\$ 1,200	\$ -	\$ 1,200	\$ 1,200	\$ 1,200	
Internet Access	\$ 2,700	\$ 1,516	\$ 8,600	\$ 8,000	\$ 8,000	
Repairs and Maint. (Access Control & Welcome Ctr.)						
Access Control / Janitorial	\$ 3,340	\$ 1,646	\$ 4,046	\$ 3,600	\$ 3,600	Includes welcome center
Front and Back Gates	\$ 9,000	\$ 15,493	\$ 16,493	\$ 8,000	\$ 8,000	
Misc. Repairs	\$ 15,000	\$ 14,028	\$ 15,028	\$ 18,000	\$ 10,000	As Needed
Contingencies	\$ -	\$ 6,429	\$ 6,929	\$ 6,553	\$ 7,315	2% of department
Capital Outlay	\$ 80,000	\$ 107,292	\$ 115,000	\$ -	\$ -	- Gate Replacement
Sub-Total	\$ 421,630	\$ 221,248	\$ 474,884	\$ 334,179	\$ 327,104	
Community Wide Irrigation System						
Professional Services						
Asset Management	\$ -	\$ -	\$ -	\$ 15,000	\$ -	- Field Operations Manager
Consumptive Use Permit Monitoring	\$ -	\$ -	\$ -	\$ 13,000	\$ -	- SFWMD Permit Compliance Requirements
Utility Services						
Electric - Pump Station	\$ -	\$ -	\$ -	\$ 55,000	\$ -	- Pumps Station & Pumps for water withdrawal from aquifer/irrigation lake

Tern Bay Community Development District
General Fund - Budget
Fiscal Year 2027

Description	Fiscal Year 2026 Amended Budget	Actual at 1/26/2026	Anticipated FYE 9/30/2026	Fiscal Year 2027 Proposed Budget	REVISION 1 - March 3, 2026	Notes
Repairs and Maintenance	\$ -					
Pump Station and Wells	\$ -	\$ -	\$ -	\$ 65,000	\$ -	- Preventative Maint./wet well water treatment and pump repairs
Recharge Pumps	\$ -	\$ -	\$ -	\$ 9,000	\$ -	- Pump and Meter Repairs
Main Line Irrigation System	\$ -	\$ -	\$ -	\$ 5,000	\$ -	- Irrigation Main line Repairs
Contingencies	\$ -	\$ -	\$ -	\$ 3,160	\$ -	- 4% of Repairs and Maintenance
Capital Outlay						
Irrigation Pump Station	\$ -	\$ -	\$ -	\$ 10,000	\$ -	-
Sub-Total	\$ -	\$ -	\$ -	\$ 175,160	\$ -	
Stormwater Management Services						
Lake, Lake Bank and Littoral Shelf Maintenance						
Professional Services						
Operations Management	\$ 20,000	\$ 7,096	\$ 28,382	\$ 32,000	\$ 15,000	Asset Operations Management
Repairs & Maintenance						
Aquatic Weed Control	\$ 72,000	\$ 36,350	\$ 106,200	\$ 110,000	\$ 110,000	Periodic Maintenance of Water Management System
Lake Vegetation Removal	\$ 22,000	\$ 23,550	\$ 24,550	\$ 5,000	\$ 5,000	
Lake Bank Maintenance	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	
Water Quality Testing	\$ -	\$ -	\$ -	\$ 4,000	\$ 4,000	
Littoral Shelf Maintenance	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	
Aerations System (Fountains/Bubblers)	\$ 500	\$ -	\$ 500	\$ 500	\$ 500	Periodic Maintenance
Control Structures, Catch basins & Outfalls	\$ 40,000	\$ -	\$ 169,300	\$ 30,000	\$ 20,000	Rotating Program to clean Silt from Drainage Structures
Contingencies	\$ -	\$ 7,281	\$ 7,781	\$ 5,085	\$ 4,785	3% of Repairs and Maintenance
Preserve Area Maintenance						
Professional Services						
Operations Management	\$ 20,000	\$ 1,356	\$ 5,424	\$ 15,000	\$ 12,500	Asset Operations Management
Repairs and Maintenance						
Wetlands	\$ 28,800	\$ 9,600	\$ 28,800	\$ 28,800	\$ 28,800	Monthly Preserve Maintenance
Preserve Path(Canoe Launch)						
Repairs and Maintenance	\$ 15,000	\$ 2,700	\$ 8,100	\$ 8,100	\$ 8,100	Path to Canoe Launch
Shell Path Material	\$ -	\$ -	\$ -	\$ 18,000	\$ 18,000	Add crushed shell rock to path
Path Clearing (Periodic)	\$ -	\$ -	\$ -	\$ 12,000	\$ 12,000	Trimming back more invasives
Wild Hog Trapping and Removal	\$ 34,000	\$ -	\$ 25,000	\$ 26,000	\$ 26,000	On-going program for removal of wild hogs w/ USDA
Cane Toad Removal	\$ 38,000	\$ 11,505	\$ 36,000	\$ 38,400	\$ 38,400	
Contingencies	\$ -	\$ -	\$ -	\$ 3,075	\$ 2,626	3% of Repairs and Maintenance

Tern Bay Community Development District
General Fund - Budget
Fiscal Year 2027

Description	Fiscal Year 2026 Amended Budget	Actual at 1/26/2026	Anticipated FYE 9/30/2026	Fiscal Year 2027 Proposed Budget	REVISION 1 - March 3, 2026	Notes
Capital Outlay						
Aeration Systems/Fountains	\$ -	\$ -	\$ -	\$ 24,000	\$ -	One aeration system
Littoral Shelf Planting	\$ 44,000	\$ 44,738	\$ 44,738	\$ 15,000	\$ 10,000	Phase 2
Lake Bank Restorations	\$ -	\$ -	\$ -	\$ 60,000	\$ 60,000	CIP (Year 1) - Lake banks TBD
Contingencies & CEI	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub-Total	\$ 354,300	\$ 144,176	\$ 499,775	\$ 454,960	\$ 395,711	
Road and Street Services						
Professional Management						
Asset Management	\$ 30,000	\$ 21,275	\$ 51,059	\$ 35,000	\$ 35,000	Asset Operations Management
Utility Services						
Electric - Street Lights						
Electric Service - Lease Charges	\$ 6,000	\$ 1,924	\$ 5,772	\$ 6,000	\$ 6,000	FP&L - Electric Service for Rental of Street Lights
Electric Service - Use Charges	\$ 100,000	\$ 32,595	\$ 97,784	\$ 100,000	\$ 100,000	
Repairs and Maintenance						
Sidewalk Repairs	\$ 25,000	\$ -	\$ 25,000	\$ 11,000	\$ 11,000	
Pavement Repairs	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	
Bridge Repairs	\$ 12,000	\$ -	\$ 12,000	\$ 6,000	\$ 6,000	Periodic repairs and pressure washing
Striping & Pavement Marking	\$ 15,000	\$ 3,995	\$ 15,000	\$ 25,000	\$ 25,000	Inside the gate
Street Lights/Directional Signs	\$ 15,000	\$ 2,583	\$ 15,000	\$ 7,500	\$ 7,500	Additional Solar Lighting at Entrances
Street Sweeping	\$ 35,000	\$ 2,850	\$ 34,200	\$ 35,000	\$ 3,500	
Pressure Washing - Sidewalks	\$ 33,000	\$ -	\$ 33,000	\$ 33,000	\$ 33,000	New LINE ITEM - 3 Yr Contract
Miscellaneous Repairs	\$ 10,000	\$ 13,532	\$ 15,000	\$ 7,500	\$ 5,000	
Contingencies	\$ -	\$ -	\$ -	\$ 3,795	\$ 5,955	3% of Repairs and Maintenance
Sub-Total	\$ 281,000	\$ 80,253	\$ 305,315	\$ 271,295	\$ 239,455	
Landscaping Services						
Professional Management						
Asset Management	\$ 25,000	\$ 13,239	\$ 39,716	\$ 35,000	\$ 15,000	
Repairs & Maintenance						
Landscaping Maintenance - Common Area	\$ 320,819	\$ 31,451	\$ 340,584	\$ 320,819	\$ 312,128	
Tree Trimming	\$ 70,000	\$ -	\$ 55,000	\$ 65,000	\$ 15,000	
Landscape Replacements	\$ 25,000	\$ 16,530	\$ 25,000	\$ 40,000	\$ 30,000	Additional plantings
Mulch Installation	\$ 50,000	\$ 28,840	\$ 50,000	\$ 54,000	\$ 50,000	Pine straw one full on half
Annuals	\$ 35,000	\$ 7,087	\$ 28,348	\$ 18,000	\$ 26,000	3 times per year
Landscape Lighting	\$ 25,000	\$ 1,731	\$ 25,000	\$ 15,000	\$ 15,000	Front entrance and roundabout
Annual Holiday Decorations	\$ 14,500	\$ 20,666	\$ 20,666	\$ 17,000	\$ 17,000	

Tern Bay Community Development District
General Fund - Budget
Fiscal Year 2027

Description	Fiscal Year 2026 Amended Budget	Actual at 1/26/2026	Anticipated FYE 9/30/2026	Fiscal Year 2027 Proposed Budget	REVISION 1 - March 3, 2026	Notes
Irrigation System						Irrigation - Moved to Community Wide System
Pump & Wells						
Routine Maintenance	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	
Well Testing/Meter Reading	\$ 20,000	\$ 3,000	\$ 20,000	\$ -	\$ 7,080	
Line Distribution System						
Routine Maintenance	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ 21,105	
Contingencies & CEI	\$ -	\$ -	\$ -	\$ 15,895	\$ 9,866	2% of Repairs and Maintenance
Sub-Total	\$ 605,319	\$ 122,543	\$ 624,314	\$ 580,714	\$ 518,180	
 Reserves						
Extraordinary Capital/Operations	\$ -	\$ -	\$ -	\$ 150,000	\$ 50,000	Long Term Capital Planning Tool - create a stable/equitable funding plan to offset deterioration resulting in sufficient funds for major common area expenditures and to create a stable fund for Hurricane Cleanup/Restoration.
 Other Fees and Charges						
Discounts and Tax Collector Fees	\$ 87,472	\$ -	\$ 87,472	\$ 154,273	\$ 123,448	Discount is 4% for November payment, plus TC/PA charge of 3% for fees to include assessment on Tax Bills
Total Expenditures and Other Uses	\$ 1,958,497	\$ 664,375	\$ 2,213,276	\$ 2,358,175	\$ 1,886,991	
 Fund Balances:						
Change from Current Year Operations	\$ -	\$ 399,068	\$ (239,303)	\$ (0)	\$ -	- Cash Over (Short) at Fiscal Year End
Fund Balance - *Beginning	\$ 945,673		\$ 945,673	\$ 27,471	\$ 27,471	
Reserve Additions	\$ -		\$ -	\$ 150,000	\$ 50,000	Budgeted Funds for Long Term Capital Planning
Reserve Expenditures	\$ (678,899)		\$ (678,899)	\$ -	\$ -	- Reserve Funds Used in Current FY
Total Fund Balance	\$ 266,775		\$ 27,471	\$ 177,471	\$ 77,471	
 Fund Balance - Uses of Funds						
1st 3 Months Operations	\$ 489,624		\$ 553,319	\$ 589,544	\$ 471,748	Required to meet Cash Needs until Assessments Rec'd
Extraordinary Capital/Operations Reserve	\$ (222,849)		\$ (525,848)	\$ (412,073)	\$ (394,276)	Long Term Capital Planning Reserve - Balance of Funds
Total Fund Balance	\$ 266,775		\$ 27,471	\$ 177,471	\$ 77,471	

*Beginning Fund Balance at 10/1/2025 per audited financial statements.

**Tern Bay Community Development District
General Fund - Budget
Fiscal Year 2027**

Description	Fiscal Year 2026 Amended Budget	Actual at 1/26/2026	Anticipated FYE 9/30/2026	Fiscal Year 2027 Proposed Budget	REVISION 1 - March 3, 2026	Notes
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Description	Units	Rate FY 2026	Rate FY 2027	Rate FY 2027 Revision 1
Executive Homes (40' - 50')	210	\$ 800.00	\$ 1,509.72	\$ 1,181.86
Manor Homes (51' - 60')	199	\$ 800.00	\$ 1,509.72	\$ 1,181.86
Estate homes (61' - 70')	160	\$ 800.00	\$ 1,509.72	\$ 1,181.86
Coach Homes	268	\$ 800.00	\$ 1,509.72	\$ 1,181.86
Veranda (12 Unit Plex)	288	\$ 800.00	\$ 1,509.72	\$ 1,181.86
Terrace (30 Unit plex)	420	\$ 800.00	\$ 1,509.72	\$ 1,181.86
Commercial/Office	17	\$ 800.00	\$ 1,509.72	\$ 1,181.86
Total Units:	1562			
ADOPTED Cap Rate - FY 2026		\$ 960.00	\$ 960.00	\$ 960.00
PROPOSED Cap Rate - FY 2027			\$ 1,811.66	\$ 1,418.23

**Tern Bay Community Development District
Series 2005A Bonds - Debt Service Fund - Budget
Fiscal Year 2027**

Description	Fiscal Year 2026 Amended Budget	Actual at 1/26/2026	Anticipated FYE 9/30/2026	Fiscal Year 2027 Proposed Budget
Revenues and Other Sources				
Carryforward	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ 6,532	\$ 1,599	\$ 4,797	\$ 4,317
Special Assessment Revenue				
Special Assessment - On-Roll	\$ 109,006	\$ 92,918	\$ 109,006	\$ 103,369
Total Revenue and Other Sources	\$ 115,538	\$ 94,517	\$ 113,803	\$ 107,686
Appropriations				
Debt Service				
Principal Debt Service - Mandatory				
Series 2005 A Bonds	\$ 55,000	\$ -	\$ 55,000	\$ 55,000
Interest Expense				
Series 2005 A Bonds	\$ 46,494	\$ 22,978	\$ 46,494	\$ 43,269
Other Fees and Charges				
Discounts and Other Fees	\$ 7,131	\$ -	\$ 7,131	\$ 6,762
Total Expenditures and Other Uses	\$ 108,625	\$ 22,978	\$ 108,625	\$ 105,031
Net Increase/(Decrease) in Fund Balance	\$ 6,913	\$ 71,539	\$ 5,178	\$ 2,655
Fund Balance - Beginning	\$ 126,610	\$ 122,610	\$ 126,610	\$ 131,788
Fund Balance - Ending (Projected)	\$ 133,524	\$ 194,149	\$ 131,788	\$ 134,443

Fund Balance Analysis

Reserve Requirement	\$ 50,000.00
Reserved for November 1, 2027 Interest	\$ 20,156.25
Total Required Funds:	\$ 70,156.25

Land Use	Number of Units	ERU Factor	Total ERU's	FY 2026 Rate	FY 2027 Rate
SF - 60'	32	1	32	\$ 1,579.80	\$ 1,498.10
Coach	20	0.9	20	\$ 1,579.80	\$ 1,498.10
Comm.	85	0.2	17	\$ 26,856.61	\$ 25,467.65
Totals:	137		69		

**Tern Bay Community Development District
Debt Service Schedule - Series 2005 A**

Description	Prepayments	Principal	Coupon Rate	Interest	Annual Debt Service	Par Outstanding
Par Debt Outstanding (After Restructure)		\$ 1,170,000	5.375%			
5/1/2024		\$ 50,000	5.375%	\$ 25,934.38	\$ 101,869	\$ 915,000
11/1/2024				\$ 24,590.63		
5/1/2025	\$ 10,000	\$ 50,000	5.375%	\$ 24,590.63	\$ 99,181	\$ 855,000
11/1/2025				\$ 22,978.13		
5/1/2026		\$ 50,000	5.375%	\$ 22,978.13	\$ 95,956	\$ 805,000
11/1/2026				\$ 21,634.38		
5/1/2027		\$ 55,000	5.375%	\$ 21,634.38	\$ 98,269	\$ 750,000
11/1/2027				\$ 20,156.25		
5/1/2028		\$ 60,000	5.375%	\$ 20,156.25	\$ 100,313	\$ 690,000
11/1/2028				\$ 18,543.75		
5/1/2029		\$ 60,000	5.375%	\$ 18,543.75	\$ 97,088	\$ 630,000
11/1/2029				\$ 16,931.25		
5/1/2030		\$ 65,000	5.375%	\$ 16,931.25	\$ 98,863	\$ 565,000
11/1/2030				\$ 15,184.38		
5/1/2031		\$ 70,000	5.375%	\$ 15,184.38	\$ 100,369	\$ 495,000
11/1/2031				\$ 13,303.13		
5/1/2032		\$ 70,000	5.375%	\$ 13,303.13	\$ 96,606	\$ 425,000
11/1/2032				\$ 11,421.88		
5/1/2033		\$ 75,000	5.375%	\$ 11,421.88	\$ 97,844	\$ 350,000
11/1/2033				\$ 9,406.25		
5/1/2034		\$ 80,000	5.375%	\$ 9,406.25	\$ 98,813	\$ 270,000
11/1/2034				\$ 7,256.25		
5/1/2035		\$ 85,000	5.375%	\$ 7,256.25	\$ 99,513	\$ 185,000
11/1/2035				\$ 4,971.88		
5/1/2036		\$ 90,000	5.375%	\$ 4,971.88	\$ 99,944	\$ 95,000
11/1/2036				\$ 2,553.13		
5/1/2037		\$ 95,000	5.375%	\$ 2,553.13	\$ 100,106	\$ -
Total:		\$ 1,160,000		\$ 723,475	\$ 1,883,475	

Outstanding Balance at September 30, 2027 \$ 750,000

Tern Bay Community Development District
Series 2022 Bonds - Debt Service Fund - Budget
Fiscal Year 2027

Description	Fiscal Year 2026 Amended Budget	Actual at 1/26/2026	Anticipated FYE 9/30/2026	Fiscal Year 2027 Proposed Budget
Revenues and Other Sources				
Carryforward				
Interest Income	\$ 81,466	\$ 21,665	\$ 64,996	\$ 58,497
Special Assessment Revenue				
Special Assessment - On-Roll	\$ 1,930,204	\$ 1,641,556	\$ 1,930,204	\$ 1,930,204
Total Revenue and Other Sources	\$ 2,011,670	\$ 1,663,221	\$ 1,995,201	\$ 1,988,701
Appropriations				
Debt Service				
Principal Debt Service - Mandatory				
Series 2022 Bonds	\$ 640,000	\$ -	\$ 640,000	\$ 660,000
Interest Expense				
Series 2022 Bonds	\$ 1,139,295	\$ 569,648	\$ 1,139,295	\$ 1,119,295
Other Fees and Charges				
Discounts and Other Fees	\$ 124,042	\$ -	\$ 124,042	\$ 126,275
Inter-Fund Transfers	\$ -	\$ 11,408	\$ 11,408	\$ -
Total Expenditures and Other Uses	\$ 1,903,337	\$ 581,056	\$ 1,914,745	\$ 1,905,570
Net Increase/(Decrease) in Fund Balance	\$ 108,334	\$ 1,082,166	\$ 80,456	\$ 83,131
Fund Balance - Beginning	\$ 1,593,549	\$ 1,593,549	\$ 1,593,549	\$ 1,674,006
Fund Balance - Ending (Projected)	\$ 1,701,883	\$ 2,675,715	\$ 1,674,006	\$ 1,757,137

Fund Balance Analysis

Reserve Requirement	\$ 886,013
Reserved for December 15, 2027 Interest	\$ 549,335
Total Required Funds:	\$ 1,435,348

Land Use	Number of Units	FY 2026	Rate	FY 2027 Rate
Executive Homes (40' - 50')	210	\$	1,564.65	\$ 1,564.65
Manor Homes (51' - 60')	199	\$	1,706.89	\$ 1,706.89
Estate (61' - 70')	128	\$	1,849.13	\$ 1,849.13
Coach Homes	248	\$	1,209.04	\$ 1,209.04
Multi-Family - (Six Plex)	N/A		N/A	N/A
Veranda (12 Unit Plex)	288	\$	1,066.80	\$ 1,066.80
Terrace (30 Unit Plex)	420	\$	995.68	\$ 995.68
Commercial	N/A		N/A	N/A
	1493			

Prepared by:

JPWard and Associates, LLC

**Tern Bay Community Development District
Debt Service Schedule - Series 2022**

Description	Principal	Coupon Rate	Interest	Annual Debt Service	Par Outstanding
Par Debt Issued	\$ 31,120,000				
6/15/2022			\$ 355,388.98	\$ 355,389	\$ 31,120,000
12/15/2022			\$ 597,850.63		
6/15/2023	\$ 585,000	3.125%	\$ 597,850.63	\$ 1,780,701	\$ 30,535,000
12/15/2023			\$ 588,710.00		
6/15/2024	\$ 600,000	3.125%	\$ 588,710.00	\$ 1,777,420	\$ 29,935,000
12/15/2024			\$ 579,335.00		
6/15/2025	\$ 620,000	3.125%	\$ 579,335.00	\$ 1,778,670	\$ 29,315,000
12/15/2025			\$ 569,647.50		
6/15/2026	\$ 640,000	3.125%	\$ 569,647.50	\$ 1,779,295	\$ 28,675,000
12/15/2026			\$ 559,647.50		
6/15/2027	\$ 660,000	3.125%	\$ 559,647.50	\$ 1,779,295	\$ 28,015,000
12/15/2027			\$ 549,335.00		
6/15/2028	\$ 685,000	3.400%	\$ 549,335.00	\$ 1,783,670	\$ 27,330,000
12/15/2028			\$ 537,690.00		
6/15/2029	\$ 705,000	3.400%	\$ 537,690.00	\$ 1,780,380	\$ 26,625,000
12/15/2029			\$ 525,705.00		
6/15/2030	\$ 730,000	3.400%	\$ 525,705.00	\$ 1,781,410	\$ 25,895,000
12/15/2030			\$ 513,295.00		
6/15/2031	\$ 755,000	3.400%	\$ 513,295.00	\$ 1,781,590	\$ 25,140,000
12/15/2031			\$ 500,460.00		
6/15/2032	\$ 780,000	3.400%	\$ 500,460.00	\$ 1,780,920	\$ 24,360,000
12/15/2032			\$ 487,200.00		
6/15/2033	\$ 810,000	4.000%	\$ 487,200.00	\$ 1,784,400	\$ 23,550,000
12/15/2033			\$ 471,000.00		
6/15/2034	\$ 845,000	4.000%	\$ 471,000.00	\$ 1,787,000	\$ 22,705,000
12/15/2034			\$ 454,100.00		
6/15/2035	\$ 880,000	4.000%	\$ 454,100.00	\$ 1,788,200	\$ 21,825,000
12/15/2035			\$ 436,500.00		
6/15/2036	\$ 915,000	4.000%	\$ 436,500.00	\$ 1,788,000	\$ 20,910,000
12/15/2036			\$ 418,200.00		
6/15/2037	\$ 950,000	4.000%	\$ 418,200.00	\$ 1,786,400	\$ 19,960,000
12/15/2037			\$ 399,200.00		
6/15/2038	\$ 990,000	4.000%	\$ 399,200.00	\$ 1,788,400	\$ 18,970,000
12/15/2038			\$ 379,400.00		
6/15/2039	\$ 1,030,000	4.000%	\$ 379,400.00	\$ 1,788,800	\$ 17,940,000
12/15/2039			\$ 358,800.00		
6/15/2040	\$ 1,075,000	4.000%	\$ 358,800.00	\$ 1,792,600	\$ 16,865,000
12/15/2040			\$ 337,300.00		
6/15/2041	\$ 1,115,000	4.000%	\$ 337,300.00	\$ 1,789,600	\$ 15,750,000
12/15/2041			\$ 315,000.00		
6/15/2042	\$ 1,165,000	4.000%	\$ 315,000.00	\$ 1,795,000	\$ 14,585,000
12/15/2042			\$ 291,700.00		
6/15/2043	\$ 1,210,000	4.000%	\$ 291,700.00	\$ 1,793,400	\$ 13,375,000
12/15/2043			\$ 267,500.00		
6/15/2044	\$ 1,260,000	4.000%	\$ 267,500.00	\$ 1,795,000	\$ 12,115,000
12/15/2044			\$ 242,300.00		

Prepared by:

JPWard and Associates, LLC

**Tern Bay Community Development District
Debt Service Schedule - Series 2022**

Description	Principal	Coupon Rate	Interest	Annual Debt Service	Par Outstanding
6/15/2045	\$ 1,310,000	4.000%	\$ 242,300.00	\$ 1,794,600	\$ 10,805,000
12/15/2045			\$ 216,100.00		
6/15/2046	\$ 1,365,000	4.000%	\$ 216,100.00	\$ 1,797,200	\$ 9,440,000
12/15/2046			\$ 188,800.00		
6/15/2047	\$ 1,420,000	4.000%	\$ 188,800.00	\$ 1,797,600	\$ 8,020,000
12/15/2047			\$ 160,400.00		
6/15/2048	\$ 1,480,000	4.000%	\$ 160,400.00	\$ 1,800,800	\$ 6,540,000
12/15/2048			\$ 130,800.00		
6/15/2049	\$ 1,540,000	4.000%	\$ 130,800.00	\$ 1,801,600	\$ 5,000,000
12/15/2049			\$ 100,000.00		
6/15/2050	\$ 1,600,000	4.000%	\$ 100,000.00	\$ 1,800,000	\$ 3,400,000
12/15/2050			\$ 68,000.00		
6/15/2051	\$ 1,665,000	4.000%	\$ 68,000.00	\$ 1,801,000	\$ 1,735,000
12/15/2051			\$ 34,700.00		
6/15/2052	\$ 1,735,000	4.000%	\$ 34,700.00	\$ 1,804,400	\$ -
12/15/2052					
	\$ 31,120,000		\$ 22,912,740		
Outstanding Balance at September 30, 2027	\$ 28,015,000				

**MINUTES OF MEETING
TERN BAY
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Tern Bay Community Development District was held on Tuesday, March 3, 2026 at the Heritage Landing Amenity Center, 14571 Heritage Landing Boulevard, Punta Gorda, Florida 33955. It began at 10:00 a.m. and was presided over by Ms. Tara Brady, Chairperson, and James P. Ward as Secretary.

Present and constituting a quorum:

Tara Brady	Chairperson
Denise Blakely	Vice Chairperson
Robert Brady	Assistant Secretary
Vickey DeLuca	Assistant Secretary
Gary Hamilton	Assistant Secretary

Also present were:

James P. Ward	District Manager
Greg Urbancic	District Counsel
Clay Rebol	District Engineer

Audience:

Mary Longares	w/Heritage Landing Amenity Center
Larry & Darlene Graham	Brian Stork
Craig & Diane Steverlynk	John Katrich
Steve Basil	Rod Bradtmeuller
Diane Stewart	Dave Blakely
Mark Wilson	Alden T Pierce III
Kyle DuBois	Cheryl Pierce

1
2 All residents' names were not included with the minutes. If a resident did not identify
3 themselves or the audio file did not pick up the name, the name was not recorded in
4 these minutes. Portions of these minutes may be transcribed in verbatim.
5
6

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

7
8
9 The meeting was called to order at approximately 10:02 a.m.; all Members of the Board were
10 present, constituting a quorum.
11

SECOND ORDER OF BUSINESS

Public Comments

Public Comments for Agenda Items

12
13
14
15
16

17 Vice Chairperson Denise Blakely discussed public comment protocol. She asked if there were
18 any public comments for Agenda Items (other than the public hearings).

19
20 A female audience member thanked the CDD for working to get the streetlights fixed.

21
22

23 **THIRD ORDER OF BUSINESS** **Consideration of Minutes**

24

25 **February 3, 2026 - Regular Meeting Minutes**

26

27 Vice Chair Blakely asked if there were any additions, corrections or deletions to the Minutes;
28 hearing none, she called for a motion.

29

30 **On MOTION made by Robert Brady, seconded by Vickey**
31 **DeLuca, and with all in favor, the February 3, 2026 Regular**
32 **Meeting Minutes were approved.**

33

34

35 **FOURTH ORDER OF BUSINESS** **PUBLIC HEARING**

36

37 **I. RELATED TO THE ADOPTION OF REVISED RULES OF PROCEDURE**

38

39 **a) Public Comment**

40

41 Mr. Ward called for a motion to open the public hearing.

42

43 **On MOTION made by Vickey DeLuca, seconded by Denise**
44 **Blakely, and with all in favor, the Public Hearing was**
45 **opened.**

46

47 Mr. Ward asked if there were any public comments regarding the adoption of the
48 revised rules of procedure. *A lot of the information contained in the original rules have*
49 *been either amended by statute or are not needed. We have simply deleted all of the*
50 *items that were essentially already contained in statute and not needed within the*
51 *context of a rule. There are some parts of this that we did leave in there, for example, the*
52 *request for proposal process, but most of it has been deleted as it is already identified in*
53 *statute.* He asked if there were any questions; hearing none, he called for a motion to
54 close the public hearing.

55

56 **On MOTION made by Vickey DeLuca, seconded by Robert**
57 **Brady, and with all in favor, the Public Hearing was closed.**

58

59 **b) Board Comment and Consideration**

60

61 Mr. Ward asked if there were any Board comments.

62

63 Ms. Vickey DeLuca asked about the spending limit of \$195,000 dollars.

64
65 Mr. Ward stated the revised Rules of Procedure mirrored state statute in that regard. He
66 asked if there were any additional questions; there were none.

67
68 **c) Consideration of Resolution 2026-5, a Resolution of the Board of Supervisors**
69 **Adopting Rules of Procedure; Providing for Severability, Conflicts and an Effective**
70 **Date**

71
72 Mr. Ward called for a motion.

73
74 **On MOTION made by Tara Brady, seconded by Gary**
75 **Hamilton, and with all in favor, Resolution 2026-5 was**
76 **adopted, and the Chair was authorized to sign.**

77
78
79 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2026-6**

80
81 **Consideration of Resolution 2026-6, a Resolution of the Tern Bay Community**
82 **Development District Approving a Proposed Budget for Fiscal Year 2027 and Setting**
83 **Public Hearing for Tuesday, June 2, 2026, at 10:00 A.M. at the Heritage Landing**
84 **Amenity Center, 14571 Heritage Landing Boulevard, Punta Gorda, Florida 33955**

85
86 *Mr. Ward: We did make a number of changes to the proposed budget we presented last*
87 *month. You will see a revision 1, March 3, 2026 column. Essentially, I can better align some of*
88 *the expenditures that we need for the budget for fiscal year 2027. The assessment rate*
89 *pursuant to this revision is \$1,181.86 dollars per unit per year. Your current assessment rate is*
90 *\$800 dollars per unit per year. He asked the Board to discuss the budget and potentially*
91 *approve the budget so the public hearing could be scheduled. He noted the budget could*
92 *be adjusted until the public hearing.*

93
94 *Chairperson Brady: Whatever we approve today is the maximum the budget can be. We can*
95 *lower the budget at the public hearing, but you cannot raise above the max advertised.*

96
97 *Mr. Ward: Yes, the rate in this budget is the maximum rate we can levy. We can go down at the*
98 *public hearing. Do you have any questions on the administrative side of this? This covers*
99 *board fees, my fees, audits, legal advertising, trustee, dissemination agent, all of the normal*
100 *fees required to operate a CDD on a daily basis.*

101
102 *Ms. DeLuca: Thank you for posting the documents so we could review them prior to this*
103 *meeting. I know that was a lot of work, so thank you. My question is on District Manager. I did*
104 *not see where there is a rate sheet or an exhibit, and your contract is very old. I am trying to*
105 *understand what is that fee schedule. Is there something built into this? How did we do a 20*
106 *percent increase on it?*

107
108 *Mr. Ward: It is old. I think it's one of my oldest. The way all of my agreements work for all of my*
109 *CDDs, the fee is set by you each year as part of the budget process. You decide what you pay*
110 *me, or not as the case may be, and we go from there. Obviously, the amount of time I've put*

111 *into this District in the last year has been substantively different than what it has been in prior*
112 *years and is the reason for the rate change.*

113
114 *Ms. DeLuca: Insurance went from \$40,000 dollars to \$50,000 dollars. What changed that?*
115

116 *Mr. Ward: The change in this is really the four bridges we have. Since we are restoring them I*
117 *went through with the insurance agent this year and had them reevaluated and reappraised*
118 *(not a formal appraisal) to get a better idea of what the insurance needs to be for these four*
119 *bridges. The number originally came in at about \$15,000 dollars more than what is in the*
120 *budget. I asked them to reevaluate the bridges and we came up with a better estimate for*
121 *insurance purposes. That is the reason for the change. He asked if there were any more*
122 *questions about page 1; there were none. Okay, page 2 is the access control system. The only*
123 *change I made to this part of the budget, I highlighted in green for you, is we currently have*
124 *40 hours per week for our resident liaison at the welcome center. I decreased that by half to*
125 *just 4 hours a day instead of 8 hours a day. The rest of the line items are based on the*
126 *contracts we have with Allied and EntrancelQ. This is a very expensive contract. We may want*
127 *to look at alternatives for guards on a going forward basis, especially at night. But within the*
128 *context of this budget, we do not have the time to do that, nor do we have the data to do it. I*
129 *think on a going forward basis we can look at alternatives for more cost effective ways to do*
130 *that if possible. I'm not saying it's even possible, but it's something we should keep in mind.*
131 *Any questions on your access control services?*
132

133 *Mr. Hamilton: On the access liaison, I see where you cut it from 40 to 20. What is your*
134 *anticipated time frame for that? At some point, do we need a person in that building to carry*
135 *us through the end of the year? What's the purpose of keeping a person out there for 20 hours*
136 *if we have a direct phone number to Allied?*
137

138 *Mr. Ward: It was in your RFQ. We did have that in the plan for when we did this transition.*
139 *From what I'm seeing from the data we still have around 15% who have not been entered into*
140 *the EntrancelQ system, but the welcome is not a full-time job now. I think we need to leave it*
141 *for another four months at least and then reevaluate and see if we can reduce it to 4 hours a*
142 *day instead of 8 hours a day (as it is in this part of the budget). In the winter it's a lot more*
143 *labor intensive because of all the renters that are coming in, the Airbnb people coming in and*
144 *out. I see it's starting to drop off now. We may have to adjust hours moving forward. In the*
145 *winter we may have more than 4 hours, but I think we can start to drop the hours in four*
146 *months or so. I think we need to leave it at 8 for now, and once we fully transition to the plate*
147 *system we can then see where we are and maybe then start to trickle off the hours.*
148

149 *Ms. Blakely asked how many people were going to the Welcome Center daily.*
150

151 *Mr. Ward responded approximately half a dozen; in December and January it was a lot.*
152

153 *Discussion continued regarding the Welcome Center and when it might be possible to*
154 *reduce the hours of operation; the possibility of it being open seasonally; the residents being*
155 *appreciative of the Welcome Center at this point; and keeping an eye on the Welcome*
156 *Center situation.*
157

158 *Chairperson Brady: We had a \$425,000 dollar budget that we started with, and because of the*
159 *technology we put in, that budget is down to \$334,000 dollars. It is a significant decrease for*
160 *the residents for this service for a much higher quality service. We are looking for further ways*
161 *to reduce this even further. It is an example of how we as a Board have made a difference.*

162
163 *Mr. Ward: I agree. We all know what Ramco was like, but when I pick up the phone and call*
164 *Allied they actually answer the phone and help me. He noted Allied and EntrancelQ were*
165 *always very helpful and he appreciated this. He stated the CDD did an excellent job*
166 *improving services while reducing costs.*

167
168 Vice Chair Blakely noted the miscellaneous repairs amount felt high.

169
170 Mr. Ward said the CDD could reduce this amount if it wished. He stated he tried to minimize
171 the budget as much as possible. He indicated miscellaneous repairs would cost
172 approximately \$15,000 dollars this year and he lowered the miscellaneous repairs to \$10,000
173 dollars, but if the CDD wished to lower this number to \$7,500 dollars it could.

174
175 Vice Chair Blakely asked why internet access was \$8,000 dollars

176
177 *Mr. Ward: As you can see, our anticipated year end is about \$8,600 dollars. With the gates, all*
178 *the new cameras, everything is electronic and everything has internet service, which is why*
179 *that number has changed so dramatically.*

180
181 *Ms. DeLuca: Can you post that contract? Who is that contract with? I thought the same thing.*

182
183 *Vice Chair Blakely: I would like to consider the possibility of not having a guard at the gate*
184 *24/7, maybe after 8 p.m. have it be a virtual guard.*

185
186 *Mr. Ward: I think you will have much better data soon from EntrancelQ, so you will have*
187 *differentiated information for the front gate and the back gate, better numbers on when*
188 *people are coming in and times people are coming in, so I think in 4 months or so, once we*
189 *get some time and data, you will be able to better make those decisions.*

190
191 *Ms. DeLuca: Can we ask how much it will cost for a kiosk?*

192
193 *Mr. Ward: Yes, I can ask that.*

194
195 Discussion ensued regarding the possibility of using a kiosk for entry, especially in the
196 evenings.

197
198 Mr. Ward stated he removed the community wide irrigation system from the budget for fiscal
199 year 2027. He said the CDD planned to enter into an agreement with the Master HOA
200 allowing the Master HOA to handle irrigation. He stated Mr. Greg Urbancic prepared the
201 agreement, and this would be sent to the Master HOA. He explained the agreement had to
202 be approved prior to approval of the budget. He indicated the stormwater system which
203 included the lakes, littorals, water quality testing, aeration systems and the preserves was
204 \$395,000 dollars for fiscal year 2027. He noted this was up approximately \$50,000 dollars
205 from fiscal year 2026. He stated the CDD was still trying to get the system under control and

206 operating correctly. He said the new budget better reflected how much it would cost to
207 maintain the system. *The preserve path, the canoe launch area, I have some numbers in there*
208 *for doing a little bit of work back there. Those are optional things for you. The shell path is*
209 *\$18,000 dollars, path clearing is \$12,000 dollars (I think you need to keep that in there), and*
210 *obviously your wild hog program is doing well, and then we have the cane toad program in*
211 *there. Those are the highlights of this portion of the budget.*

212
213 *Mr. Brady: It seems crazy that we had all this hulabaloo about hogs and I don't remember*
214 *anything about cane toads a few months ago, and now we are spending \$26,000 dollars for*
215 *hogs and \$38,000 dollar for toads. It seems crazy to me.*

216
217 *Mr. Ward: The hog problem, you will recall, we had major issues with your hogs. We had a*
218 *vendor, then we brought in the USDA. I can just tell from the lack of complaints from residents*
219 *about hogs that they have done a substantively better job than the prior vendor did with hogs.*
220 *I will tell you, all of southwest Florida - I have actually brought the USDA down into the Naples*
221 *area for a project I have which had hogs walking down the streets, and in literally two months*
222 *there were no more hogs walking down the street and nobody has even seen a hog in two*
223 *months. That's consistent with what you're seeing here and what I'm seeing in other parts of*
224 *the west coast of Florida. If you keep them out to begin with, you won't see them and then*
225 *you'll want to get rid of the program, but if you get rid of the program, you will start seeing*
226 *hogs again. And this number is consistent with what the hog removal program is normally.*

227
228 *Mr. Brady: I'm not disputing the numbers. I'm just chuckling because --*

229
230 *Mr. Ward: If you had asked me 8 years ago about hogs, cane toads, fruit flies, etc., I would*
231 *have told you were crazy, but now these cane toads are becoming a major issue along the*
232 *west coast of Florida and we are seeing them here in this project which is why we added it to*
233 *the fiscal year 2027 budget. They are very dangerous. If your animals get near them and lick*
234 *them, your animals will die. So, we try to get them in the water management system when they*
235 *are tadpoles. We can scoop them out and get them out of there before they become toads*
236 *and dangerous. I know some residents have reached out to me about the cane toad issue and*
237 *our asset manager has said we are starting to see a lot of these in the community.*

238
239 *Ms. DeLuca asked for Mr. Richard Freeman to provide monthly updates at the meetings. She*
240 *noted the water management system cost went from \$72,000 to \$110,000 dollars and*
241 *according to the contracts Premier Lake was supposed to be present every week to clean up*
242 *the lakes, remove debris from in and around the lakes. She said she would like to know which*
243 *lakes were cleaned which weeks. She said she felt there needed to be more clarity; she did*
244 *not feel the community was getting good pond services.*

245
246 *Mr. Ward stated he agreed. We can have this added to his reports and then going forward*
247 *knowing ahead of schedule as opposed to behind schedule.*

248
249 *Ms. DeLuca noted there were several ponds in very bad condition.*

250
251 *Mr. Ward agreed.*

252

253 Ms. DeLuca noted the blue dye contract was supposed to be on a monthly basis, but service
254 was currently on an as needed basis. She asked who determined what was needed. She
255 noted there was no communication about what was being treated when.

256
257 Mr. Ward stated he would ask Mr. Freeman to add more details about this service.
258

259 Vice Chair Blakely asked about vegetation removal.
260

261 Mr. Ward explained vegetation removal was simply overgrowth removal. He noted when the
262 CDD took over there was a lot of overgrowth in the lake system. He stated the overgrowth
263 was relatively under control at this point, but there were a lot of pieces missing.

264
265 *Chairperson Brady: I think what Denise is asking is who made the decision and just clarifying*
266 *that we are using the SWFMD pond maintenance standards.*

267
268 *Ms. DeLuca: The other thing is, the weekly visits, they are supposed to be pulling the dead*
269 *stuff out of the ponds, and I don't see any dead stuff coming out of the ponds. We just need*
270 *communication.*

271
272 *Mr. Ward: Okay.*
273

274 Discussion continued regarding the trimming service; maintaining the path to the kayak area;
275 informing the community about the path to the kayak area; and creating a shell path along
276 the kayak path.

277
278 *Ms. DeLuca: We only have a \$5,900 dollar contract and we have about \$40,000 dollars in*
279 *here. I'm not sure we need all these line items.*

280
281 *Mr. Ward: Okay, I'm fine removing whatever you want to take out.*
282

283 *Ms. DeLuca: Isn't repair and maintenance the \$5,900 dollars plus something else? So, we*
284 *wouldn't need that \$12,000 dollar line item. We can pull out the shells.*

285
286 *Chairperson Brady: I would prefer it if we left it as it is today. Don't pull anything and let's have*
287 *that conversation. I'm going to propose at the end of this that we do a meeting budget*
288 *workshop with the residents for them to come in and look at the budget. I want to get*
289 *everybody's input on all of the line items before we actually slash more stuff out of it.*

290
291 *Ms. DeLuca: Yeah, my question was, what's the difference between repair and path cleaning?*
292 *There's only one contract on our website for \$5,900 dollars.*

293
294 *Mr. Ward: This was to do a little more work in the back there to make it look better, make it*
295 *more available to residents. As I said, that's all it really is at this point.*
296

297 Vice Chair Blakely agreed it seemed redundant. She asked what the wetland repair and
298 maintenance was. She asked if this included the path.
299

300 Mr. Ward responded the wetlands were outside of the path. He explained the wetlands
301 inside the community had to be maintained on a periodic basis; it was not the same as the
302 lakes or the kayak path. He said the wetland maintenance included clearing the wetlands and
303 removing dead materials.

304
305 Ms. DeLuca asked for the wetlands maintenance contract to be posted.

306
307 *Mr. Ward: Okay.*

308
309 Discussion ensued regarding clearing the wetlands; cattails being an invasive species;
310 SWFMD permit requirements regarding lake maintenance versus the SWFMD best practices
311 program for water management systems; vegetation around the lakes promoting wildlife; the
312 lakes in the community which needed vegetation; and littoral shelves which needed planting.

313
314 Mr. Ward continued with the budget for streets, \$239,000 dollars, of which \$106,000 dollars
315 were FPL bills. He indicated the rest was for sidewalk maintenance, pavement repairs, minor
316 bridge issues, minor restriping and pavement marking, etc. He noted sidewalk pressure
317 cleaning was new to the budget this year. He stated now that Lennar was doing the final lift
318 and completing sidewalk repairs, he was hearing comments about damaged sidewalks,
319 curbs and gutters. He said he understood Lennar was not fixing small cracks or small divots to
320 sidewalks or curbs.

321
322 Vice Chair Blakely asked if the CDD was locked into the sidewalk pressure washing contract?

323
324 Mr. Ward noted it was a three year contract, but the CDD was not locked in. He said he never
325 wrote a contract which would lock a CDD in for three years.

326
327 Chairperson Brady noted the sidewalk needed to be pressure washed occasionally to
328 prevent slippery moldy surfaces. She said she felt the striping amount could be reduced or
329 removed.

330
331 Ms. DeLuca asked if the Board could discuss littoral shelf planting before it was planted.

332
333 Mr. Ward responded in the affirmative.

334
335 Ms. DeLuca noted Lennar's plan for phase 2 did not include littoral plantings and she wanted
336 to see SWFMD plans.

337
338 Mr. Ward indicated he would remove the note that says phase 2 and leave the number. He
339 said when the CDD got into fiscal year 2027 he would get a plan about the littorals and the
340 Board could discuss the matter.

341
342 Ms. DeLuca asked about the sidewalk pressure cleaning contract. She suggested pressure
343 cleaning the sidewalks might be an every other year item.

344
345 Vice Chair Blakely agreed.

346

347 Discussion ensued regarding pressure washing the sidewalks; hiring pressure washers when
348 needed as opposed to having a \$37,000 dollar contract for pressure washing; the potential
349 for biannual pressure washing; pressure washing as needed; fixing the problem which
350 caused the sidewalks to become moldy; poorly aimed resident sprinklers causing sidewalk
351 mold; the possibility of requiring residents to clean moldy sidewalks caused by homeowner
352 issues; monthly irrigation inspections to prevent flooded sidewalks; cutting back on street
353 sweeping now that construction was done; monthly street sweeping per standard DOT
354 maintenance plans to reduce drainage issues from sand and other road debris; whether
355 monthly sweeping was necessary for a community road; Mr. Freeman inspecting the roads
356 monthly; and only paying the street sweepers to sweep when needed.

357

358 *Mr. Ward: Landscaping was next. We do have bids we just received which will be reviewed at*
359 *the meeting on March 11th. I briefly looked at the bid tabs last night. These are three year*
360 *numbers. The numbers came in from \$1,456,000 dollars down to \$1,163,000 dollars. Three of*
361 *the bidders were pretty close: Juniper (\$1,489,000 dollars), Yellowstone (\$1,458,000 dollars),*
362 *and Sunny Grove came in at \$1,456,000 dollars and United Land Service came in at*
363 *\$1,163,000 dollars. These are three year numbers. I only mention that in terms of your budget.*
364 *I just looked at this last night. I think there will be a little bit of savings in the landscape*
365 *maintenance in the common areas but based upon the bids you will review next week you*
366 *better be able to determine that. The other two things were reserves and discounts and tax*
367 *collector fees you have. Our cash reserve balance is dropping, and I would like to rebuild that.*

368

369 Discussion ensued regarding the pumps and wells going under the golf course; and awaiting
370 the plat to determine the locations of the pumps and wells.

371

372 Mr. Ward indicated there was \$50,000 dollars in the budget to begin to build the cash
373 reserves; this was a minimal number, and he would not recommend removing it from the
374 budget. He explained discounts and fees: there was a 4% discount to homeowners who paid
375 taxes early and the tax collector charged fees for putting assessments on the tax bills. He said
376 this was substantively the fiscal year 2027 budget and the first revision.

377

378 Ms. DeLuca said it seemed the budget was less in fiscal year 2027 than fiscal year 2026. She
379 asked how the assessment rate was going from \$800 dollars to \$1,181 dollars if this was the
380 case.

381

382 *Mr. Ward: The reason is when we did the budget for fiscal year 2026 we kind of guessed at all*
383 *of these numbers. The budget number was correct, but you wanted the assessment rate to be*
384 *\$800 dollars per unit. I think the number I originally presented was \$970 or \$980 dollars. We*
385 *used the cash we had in the bank in order to fund the \$1.2 million dollar budget in fiscal year*
386 *2026. That cash is what got you through and kept the assessment rate at \$800 dollars. Now*
387 *that cash is gone and now we are dealing with having an assessment that needs to go up*
388 *because we don't have much cash available to us.*

389

390 *Vice Chair Blakely: How much cash did we have to use?*

391

392 *Mr. Ward: \$678,000 dollars.*

393

394 Discussion ensued regarding the fiscal year 2026 budget and how much cash was used to
395 fund it.

396

397 *Mr. Ward: We walked out the door not knowing anything and we picked up \$1.2 million in*
398 *assets that needed to be operated and maintained. We put together a budget, and we didn't*
399 *do too bad on the budget number, but in order to maintain an assessment rate of \$800 we did*
400 *need to use some cash. I did not think that was a bad idea and I still don't think it was. But we*
401 *just don't have that kind of cash for fiscal year 2027. We do have money set aside for the*
402 *bridges. That's in another capital account which we will be able to use to fund the bridges.*

403

404 *Mr. Hamilton: Which capital account is that?*

405

406 *Mr. Ward: One of the bond issues has additional money in it which can be used for*
407 *construction work. Working with Greg and the engineer we were comfortable using those*
408 *funds for purposes of repairing the bridges. Those are construction funds not related to your*
409 *operations. They are funds remaining in the capital account from bond proceeds.*

410

411 *Ms. DeLuca: who is the Trustee on that account?*

412

413 *Mr. Ward: The trustee of that bond issue is US Bank.*

414

415 *Mr. Hamilton: How much is left of that?*

416

417 *Mr. Ward: You have roughly (indecipherable) in that account.*

418

419 *Ms. DeLuca: What are the next steps?*

420

421 *Mr. Ward: You are in March. The public hearing is in June. I would really like to not have to*
422 *calculate the assessment rate at the public hearing. I would like you to get through your April*
423 *and May meetings with any changes you want so I can make the adjustments for the public*
424 *hearing. That will give you two more meetings during which we will go through this same*
425 *process. It would be great if we could finalize the number by May, so we go into the public*
426 *hearing knowing what we are doing, have all the programs in place that we want, and then the*
427 *public hearing is really about the public.*

428

429 Chairperson Brady asked when notice had to be mailed for the public hearing.

430

431 Mr. Ward responded mailed notice would need to be sent in late April.

432

433 Chairperson Brady stated she would like to send the public notice based on the assessment
434 rate, have a budget workshop in May, and ask Mary to send an email to the residents about
435 the workshop meeting in May as well as the public hearing.

436

437 *Mr. Ward: You want to send a mailed notice out with a higher number than what we are talking*
438 *about doing for the public hearing?*

439

440 *Chairperson Brady: No. But I don't want to cut everything now. I'd like to do that in the*
441 *workshop in May, but let that notice go out, because we can lower it, but we can't raise it. So,*

442 *say we cut out 5 things worth \$150,000 dollars and we have a bunch of residents who say,*
443 *"hey, we really want that," then we have a problem. I don't want to do that. I want to make sure*
444 *we are doing what the residents want.*

445
446 Discussion ensued regarding gathering feedback from residents; holding the workshop in
447 April instead of May; adding the workshop for the budget to the Agenda at the next meeting
448 on March 10; how to handle the public workshop feedback as a Board; inviting the public to
449 attend regularly scheduled meetings as opposed to holding a separate meeting to discuss
450 the budget and obtain input; and whether the Board needed to hold a separate meeting for
451 obtaining input from the public regarding the budget.

452
453 Discussion ensued regarding the cash reserves used in fiscal year 2026; slowly rebuilding the
454 cash reserves starting with \$50,000 dollars in fiscal year 2027; how the budget was balanced;
455 and when to hold the Board Meeting to obtain feedback from the public.

456
457 The Board decided to move the April 7, 2026 Board Meeting to 9:00 a.m.

458
459 Mr. Ward left briefly to ask the HOA if the Board could meet at 9:00 a.m. on April 7.

460
461 Chairperson Brady called for a motion.

462
463 **On MOTION made by Vickey DeLuca, seconded by Robert**
464 **Brady, and with all in favor, Resolution 2026-6 was adopted,**
465 **and the Chair was authorized to sign.**

466
467 Mr. Ward indicated the CDD could begin its meeting on April 7, 2026 at 9:00 a.m. He said he
468 felt limiting residents to 90 minutes for comments was reasonable.

469
470 Ms. DeLuca asked if it would be possible to have a staff member present at the April 7th
471 meeting entering numbers into a spreadsheet real time so the Board could see what the
472 budget number was after reacting to the feedback.

473
474 Mr. Ward responded in the affirmative.

475
476 Mr. Hamilton asked if he could have a copy of the budget in its native file in lieu of a pdf.

477
478 Mr. Ward responded in the affirmative.

479
480

481 **SIXTH ORDER OF BUSINESS**

481 **Staff Reports**

482
483

483 **I. District Attorney**

484
485

485 Mr. Urbancic noted the legislative session was ongoing. He indicated he would have
486 more clarity about what might affect the CDD at the next meeting.

487
488

488 **II. District Engineer**

489

490 *Chairperson Brady: The county is still working on the plat. They had to get some extra*
 491 *stuff from Lennar. They expect to have it at the end of the week.*

492

493 Vice Chair Blakely asked if the District Engineer was paid by the hour. She noted the
 494 plat issue had been going on for months.

495

496 *Chairperson Brady: This is a Lennar issue. We are not paying him for the plat.*

497

498 **III. District Manager**

499 **a. Asset Managers Report - December 2025**

500 **b. Reminder: Watering Restrictions in place till July 1, 2026**

501 **c. Financial report for the period ending February 28, 2025 (unaudited)**

502 **d. Important Meeting Dates for Fiscal Year 2026:**

503 **1. Next Meeting: Tuesday, March 11, 2026**

504

505 *Mr. Ward: Now that Lennar is almost finished with the final lift and the sidewalk repairs,*
 506 *we are anticipating an April start for the bridge restoration. April 6th is a tentative date.*
 507 *Just so everybody knows it's going to take 4 months to do the bridges. It's about one*
 508 *month per bridge. Each bridge will be done one time. We will have an MOT plan which*
 509 *will be provided to the community and the final dates once we finish these. But*
 510 *tentatively the date is April 6th. The vendor has confirmed. I am hopeful Lennar will be*
 511 *finished with the final lift of asphalt soon.*

512

513 *Vice Chair Blakely: Did the vendor agree to double up on the crew to get things done*
 514 *in half the time?*

515

516 *Mr. Ward: They can't do that. It's impossible. They decided they need to do one bridge*
 517 *at a time so as not to disrupt too much traffic through the community. I think this plan is*
 518 *probably the best plan. This is a huge project.*

519

520

521 **SEVENTH ORDER OF BUSINESS**

Supervisor's Requests

522

523 **I. Supervisor Tara Brady:**

524 **a) Discussion on opening Metal portion of entrance and exit gates during the day,**
 525 **closed Dusk to Dawn**

526 **II. Supervisor Vickey DeLuca:**

527 **a) Florida Statute 278.055 (195k spending limit)**

528 **b) Golf Cart Community Overview**

529

530 *Chairperson Brady: With the wear and tear on the metal gates, I wanted to make that the*
 531 *back gate, the owner's only gate, the metal gates, be open from 7 a.m. to 7 p.m. and*
 532 *then they close. That will allow better flow and less wear and tear. Then for the front*
 533 *entrance, we don't close the metal gates exiting and even leave the arms up during the*
 534 *day for exiting at the main gate house. I think that will save us on maintenance of those*
 535 *metal gates. Thoughts?*

536

537 Ms. DeLuca agreed with Chairperson Brady about the back gates.

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Mr. Ward asked if Chairperson Brady wanted the arms to remain up on the back gate.

Chairperson Brady: I wouldn't leave the arms up because then people will start coming in the back exit just to get around stuff. I would leave the arms down all the time, but the metal gates, leave them open from dawn to dusk.

Ms. DeLuca agreed.

Chairperson Brady: Then the front gate, do not close the metal gates at all, and then because there is a guardhouse there, I don't think people will try to come in through the exit at the main gate if you wanted to leave the arms open on the exit from dawn to dusk. I don't think the metal gates at the front should be shut at all. Leave the metal gates open at the front gate all the time. Don't ever shut the metal gates at the front.

Vice Chair Blakely: I would think if we decide to cut back on security then we would definitely need to close the metal gates at dusk.

Chairperson Brady: Correct, but as it stands now, I don't think the metal gates should be shut. The front gate is so far from the guardhouse I think leaving the metal gates open 24/7 is fine.

Discussion ensued regarding whether the metal gates should be left open or closed in the evenings; closing the metal gates for nighttime protection; and the loop section which caused both gate arms to open at the same time.

The Board decided to leave the metal exit gates open from dusk to dawn at the back entrance and the main entrance.

Chairperson Brady: Since my first conversations with the County about becoming a golf cart community the County has changed the golf cart process. Now, if they approve us as a golf cart community, all golf carts will be treated as LSVs and they could go between 20 and 25 mph, you must have a valid driver's license, you have to have headlamps, stop lamps, tail lamps, turn signals, reflectors, parking brake, rearview mirrors, side mirrors, a DOT approved windshield, VIN #, registration and insurance and a title. I think there could be an issue because from what I hear it is rather costly to have a regular golf cart titled and registered, so I asked them to hold off on that. Enforcement will depend on how much the Sheriff does, so enforcement-wise do we want to become a golf cart community and require all of those items, or do we want to leave it how it is, not become a golf cart community and no people drive golf carts on the roads. Me, personally, I violate the rules now because I drive on the roads in my golf cart. But I would probably violate the rules if we became a golf cart community because I would not get my golf cart titled, registered and license plated.

Ms. DeLuca asked where Charlotte County law listed these golf cart community regulations.

585 Chairperson Brady explained she obtained her information from an email she received
586 from Charlotte County Transportation Project Manager.

587

588 Ms. DeLuca asked Ms. Brady to get the specific Charlotte County Statute. She noted it
589 was different from Florida State Statutes.

590

591 Discussion ensued regarding where to find Charlotte County Codes; whether Charlotte
592 County Codes could override Florida State Statutes; asking Mr. Urbancic to review the
593 codes and advise the Board; whether legally Charlotte County code could supersede
594 Florida statutes; what Florida statutes said regarding golf carts; golf carts driven slower
595 than 15 mph not requiring a licensed driver; golf cart restrictions on private roads
596 versus public roads; and not wanting children driving golf carts on the road with cars in
597 the community.

598

599 Ms. DeLuca discussed the \$195,000 dollar spending limit. She stated she read the
600 budget wording which granted Mr. Ward "budget approval" not "spending" and she
601 wanted to get this cleaned up. *I saw there was about \$110,000 dollar spend on lighting
602 for the bridges that I never knew anything about spending. It was posted on the
603 documents. It is purchase orders 29, 31, 32 and 33, and the purchase orders specifically
604 state they are for bridge LED lighting. We never talked about that when we approved the
605 bridges and there is \$47,000 dollars for pavers. Those purchase orders have been
606 issued. I personally, as a Board Member, would like to have knowledge of some of the
607 spending which is going on and we can talk about what's the dollar amount -*

608

609 *Vice Chair Blakely: Where are the pavers?*

610

611 *Mr. Ward: What Vickey is referencing is the contract for the bridge restoration. It does
612 include putting lighting on the railings because there is no lighting. It's really dark. And it
613 includes a couple of rows of pavers as you enter the bridge to slow down the traffic.*

614

615 *Chairperson Brady: I remember at the last meeting or the meeting before we talked
616 about lighting the bridges. Not a specific dollar amount to Vickey's point.*

617

618 *Mr. Ward: It wasn't in the original bid we did. I added it as a separate purchase order.*

619

620 *Ms. DeLuca: Talking about lighting the bridges and creating a purchase order are very
621 different things. In the budget resolution we signed, 2026-2, it says the District Manager
622 may approve an expenditure that would increase or decrease a line item appropriate for
623 expenditures within a fund as long as the total appropriations of the fund are not
624 exceeded or such expenditures are authorized by a separate disbursement or spending
625 resolution by the Board of Supervisors.*

626

627 *Chairperson Brady: What would you like the dollar amount to be?*

628

629 *Ms. DeLuca: Well, anything that is materially changing from the budget. Like the littorals
630 for \$44,000 dollars, which was never in the budget, and should be brought before the
631 Board to determine if we want to add that expense and increase the budget because we
632 are increasing the budget on line items that are not in there. And this lighting was not in*

633 *there. So, anything not in the budget for any dollar amount should be coming before the*
634 *Board unless it's an emergency, and we can figure out what an emergency would be.*

635

636 *Mr. Ward: I agree with you. This is our first year. We really didn't know a lot. Line items*
637 *were not as defined as they can be. Hopefully the 2027 budget does a lot of clean up of*
638 *all of those items, but I get the plan.*

639

640 *Ms. DeLuca said a resolution would go a long way toward ensuring the residents*
641 *understood how the budget would be kept under control.*

642

643 *Mr. Brady: We can't keep the number so low that business was stopped unless there was*
644 *a special meeting.*

645

646 *Mr. Ward: I think what Vickey is talking about, and I don't disagree within the context of*
647 *the 2027 budget, and I hope that's what we're doing, is having a definitive plan on*
648 *exactly what we are doing, exactly what we are spending it on, and if it changes outside*
649 *of the context of the budget it needs to come back to you. The hard part about this*
650 *current year has been every time you turn around something new comes up that wasn't*
651 *"in the budget." I do think in 2027 it will be cleaned up a whole lot. The spending*
652 *resolution that Greg does will do that in terms of the budget, and the budget discussion*
653 *that you are having while making sure you will know exactly what's being done in 2027.*
654 *We can tell you exactly, for 2027, where the littorals are going. We can go into more*
655 *detail in terms of the access control, how we need to decrease or increase it, etc. We are*
656 *putting more meat on the 2026 budget.*

657

658 *Ms. DeLuca: Can we put the lighting on hold until we have that discussion? Why can't we*
659 *put solar on the bridges? Why do we need to spend \$110,000 dollars for lighting? And*
660 *we haven't even had a discussion about it. More importantly, do the residents even want*
661 *that? It's almost \$80 dollars a household to put lights on the bridges.*

662

663 *Mr. Ward: We can do that. We can add that item to the agenda for you. It's not that big of*
664 *a deal. The bridge vendor isn't going to care if we do or don't do lights or pavers.*

665

666 *Chairperson Brady discussed how dark the bridges were, the need for lighting along*
667 *the bridges, and obtaining resident input in this regard.*

668

669 *Discussion ensued regarding street lighting and where it was and was not needed in*
670 *the community; whether bridge lighting was needed; bridge pavers; and keeping the*
671 *Board informed about financial decisions.*

672

673 *Mr. Ward: Within the context of your budget resolutions, you have two options. I think*
674 *the budget is substantively more detailed than it was in 2026. The way the resolutions*
675 *are generally worded, we can spend within the context of the line items. You have*
676 *specific issues on, for example, littorals. We can bring a plan back to you and tell you*
677 *what littorals need to be or whatever the other line items are. We can put spending caps*
678 *on things. As I said, I would be careful at going too low because you will just tie your own*
679 *hands from board meeting to board meeting. I think that's it. It's not that difficult to do.*

680 *We've done it a hundred times. Fiscal year 2027 is much different than fiscal year 2026*
681 *and we've got a better model.*

682
683 Discussion ensued regarding the number of units in the community; there being 1,562
684 total units including the commercial space; the units being different for the different
685 bond issues; and determining a spending limit number at the next meeting.

686
687 Ms. DeLuca discussed streetlights. *Between all of them, they have 30 streetlights in for*
688 *repair. I'm glad to hear some of them are getting fixed. There are some really old ones*
689 *that have been fixed. We have 9 which have been closed and we have FPL coming here*
690 *tomorrow to address the rest and I will go do a site inspection on Friday or Saturday. I am*
691 *working directly with an escalation manager named Donald King with FPL and I am*
692 *supposed to report back to him after we are done with all the rest of these.*

693
694 Discussion ensued regarding sending Richard Freeman information about streetlights;
695 Black Beauty being back online; other streetlight repair progress; the decorative white
696 lights going out at the entrance due to a breaker being tripped; and when to take down
697 the decorative white lights.

698
699 Chairperson Brady made a motion to leave the decorative white lights up year round.

700
701 Vice Chair Blakely stated she felt the decorative white lights were holiday lights and
702 should be taken down two weeks after Christmas.

703
704 Ms. DeLuca agreed the lights should be taken down; she felt it would be light until 8
705 p.m. for the summer and the lights were unnecessary. She suggested taking the lights
706 down from Easter until November 1.

707
708 Mr. Brady seconded Chairperson Brady's motion. He asked how much it would cost to
709 keep the white lights up year round.

710
711 Mr. Ward indicated the cost would be minimal.

On MOTION made by Tara Brady, seconded by Robert Brady, and with three in favor, two opposed, the decorative white lights would remain lit from dusk to dawn year round.

712
713
714
715
716
717 Mr. Brady said if the cost became substantial the question of lights should be revisited.
718 He asked if the community could be polled to see if the community wished to leave up
719 the lights.

720
721 Mr. Ward explained there was not really any way for the Board to poll the community; it
722 did not have the ability to send out polls. He said the best way for residents to express
723 their opinion was to attend Board meetings.

724
725 Discussion continued regarding the white decorative lights; their inclusion in the
726 budget as a line item; and whether the matter should be singled out for discussion with
727 the community during the budget workshop.

728

729 Chairperson Brady stated if the decorative white lights were singled out as a line item to
730 obtain the community's opinion, then every line item should be singled out. She said
731 the community would be permitted to weigh in on any item it wished.

732

733 *Mr. Ward: Within the context of the budget, I can highlight a couple of items. I think the*
734 *canoe path was one of them. I can highlight the lighting issue. Is there anything else?*

735

736 *Chairperson Brady: Highlight littoral shelves, lighting on the bridges. That's what I'm*
737 *saying, you're going to highlight the whole budget again. I'd prefer we don't. we need to*
738 *be going over every line item with the same detail. Not picking and choosing what one*
739 *person wants or doesn't want. It's the community as a whole and we need to go over*
740 *every line item the same.*

741

742 *Mr. Ward: I am not going to go through every single line item with you at the next*
743 *meeting. This budget is long. I normally go through them by department and get you to*
744 *figure out what you want to do on that basis. I don't go into detail about what's in one*
745 *particular line item. But you can ask the question and I'm happy to go through it and*
746 *answer the questions for you. The big things are the shell path, path clearing, items that*
747 *have risen to the top of the pile that are important to the community, whether it's holiday*
748 *lights, littoral shelves, shell path material, path clearing, whatever other items there may*
749 *be.*

750

751 *Vice Chair Blakely: The bridge lighting.*

752

753 *Mr. Ward: The bridge is not in the budget at all, but if you want to ask a question about a*
754 *specific line item I'm happy to go through it with you, but we will never get through this if*
755 *we go through every single line item.*

756

757 Discussion continued regarding the budget meeting and how to handle the meeting;
758 reviewing the budget by section and gathering public opinion, questions or comments
759 for each budget section as opposed to each line item.

760

761 Vice Chair Blakely asked if the back gate damage situation was resolved.

762

763 Mr. Ward responded the situation was resolved, but the CDD had not been paid yet.

764

765

766 **EIGHTH ORDER OF BUSINESS**

Public Comments

767

768 Mr. Ward asked if there were any public comments.

769

770 A Female audience member noted many upscale communities had decorative white lights
771 up year round. She asked about the life span of the bridge restoration.

772

773 Mr. Ward responded the bridge restoration should last approximately 30 years give or take.

774

775 A Male Audience member noted the street sweeper came a couple of weeks ago on a
776 Thursday night when the trash cans were out and only swept the middle of the road which he
777 felt was ineffective. He suggested asking the street sweeper to sweep on a different night.

778
779 Mr. Rod Bradtmeuller thanked Mr. Ward for uploading the requested documents on the
780 CDD's website. He thanked Ms. DeLuca for working on the streetlighting situation. He
781 discussed the welcome center building and land being purchased. He asked if the land and
782 welcome center purchase was complete. He asked how the building could be renovated if
783 the CDD did not yet own the building.

784
785 Mr. Paul DeLuca asked if the irrigation contract included the wells and pumps.

786
787 Mr. Ward responded in the affirmative.

788
789 Ms. Diane Stewart said she would like to see the path to the lake paved with shell material so
790 it would be more navigable.

791
792 Mr. Ward explained the land and the welcome center had not been purchased yet; no
793 renovations were made. He explained it was simply being utilized as it was. He stated the
794 subject would come before the Board for consideration for purchase after the plat was
795 recorded. *I think the only improvements to the building were some paint and cleanup. I don't*
796 *remember any drywall being done. We stuck a welcome center sign up and that's about it.*

797
798 *Mr. Bradtmeuller: Regardless, with signage being put up and paint and such there has got to*
799 *be an expense somewhere. I just don't understand if the CDD does not own that building how*
800 *can you take taxpayer money from the CDD and fix something that doesn't belong to you. Do*
801 *we have a purchase agreement with Lennar?*

802
803 *Mr. Ward: No. We do not have a formal purchase agreement with Lennar at this time. We have*
804 *basically a handshake deal that they are happy to sell it to the District for whatever price we*
805 *agreed to, but as I said it has to come back to the Board.*

806
807 *Ms. DeLuca: That's different than what you told us in December. You told us that you didn't*
808 *need our approval.*

809
810 *Mr. Ward: based upon where we are moving and the direction of trying to get approval of*
811 *things, I planned on bringing the acquisition back before you. It's coming from bond*
812 *proceeds, so it doesn't affect any of your operating accounts, but I thought it would be*
813 *appropriate to put it in front of you at some point.*

814
815 *Ms. DeLuca: I read that bond purchases have to be approved by the Board unless specifically*
816 *called out in bond documentation of which additional real estate never is which is why you*
817 *asked about the bridges for which we gave you our approval. I'm trying to understand. It says*
818 *explicitly bond funds cannot be used unless they are approved by the Board.*

819
820 *Mr. Ward: What it says is, to the extent that there is a capital improvement program identified*
821 *in the engineer's report for purposes of acquisition, then the process is the District does not*
822 *go through a process of having the Board approve every single acquisition in there. It's just*

823 done by what we call a requisition and a processing through the trustee. That's the normal
824 process. The welcome center, because of its location we tied it to the roadway acquisition and
825 the price was determined on the appraised value from many years ago for the roadways
826 themselves in the community. That's how that was done. It doesn't require a specific board
827 approval, but I thought you might want to look at it.

828
829 Ms. DeLuca: Can you get us copies of those two bonds so we can see that language?

830
831 Mr. Ward: The engineer's report. Sure.

832
833 Mr. Greg Urbancic: My recommendation in this case is that we do a short supplement to the
834 engineer's report to clarify and name specifically that the District would be acquiring that
835 property so that there was no question on it. My recommendation is that we bring that
836 supplement back and I think Clay has already worked on some draft of that. It's fairly simple to
837 bring it back for review as part of what the Board ultimately approves.

838
839 Ms. DeLuca: So, it does need to be modified, and it does require Board approval?

840
841 Mr. Urbancic: That's my recommendation.

842
843 Mr. Brady: to Mr. Bradtmeuller Do you have a problem with acquiring that property?

844
845 Mr. Bradtmeuller: I'm not accusing anyone. I've been trying to find out if the Board owns it or
846 not. When I look at the meeting minutes it says yeah, and there's a dollar amount that we
847 spent on it. I wanted to see the purchase order to see what the CDD spent their money on.
848 Then when I found out it hadn't been purchased yet and I go through the stuff that's been in
849 the past and it says that we renovated it and I'm like, if we don't have anything how is the CDD
850 spending the taxpayers' money on something that they do not own? Or they don't have an
851 agreement with the owners that this is what's going to happen at the turnover. And then on
852 top of that the plat still is not done. I just want to know what the CDD owns and how much
853 money they spent on it and how much is the maintenance? Even on this 2027 budget it talks
854 about the welcome center and it's on one of your line items and we don't technically own the
855 welcome center.

856
857 Discussion ensued regarding the welcome center and whether the District needed to own
858 the welcome center; and the next meeting being on Wednesday, March 11.

859
860 Ms. Debra Fernandes (ph): Because we live on Birchwood Court, if we have people flying
861 through the gates to exit without the arm down, I think they will be exiting more quickly and
862 we have to take a left turn coming in, and that makes it a little harder for us to turn left. I would
863 suggest thinking about that some more for the front gate.

864
865 Mr. Ward: I have written here, front gate entrance and exit, the arms are up and the metal
866 gates are closed dusk to dawn which means I will have to close the arms from dusk to dawn as
867 well. The arms are up during the day.

868
869 Ms. Fernandes: If we keep the arms down I think it will be safer.

870

871 *Mr. Hamilton: Leaving the main entrance the gates are closed dusk to dawn; the arms leaving*
872 *are open during the day. On the other side the arms are down all the time and the gates are*
873 *closed dusk to dawn.*

874
875 *Vice Chair Blakely: I think the concern is there will be a safety hazard for residents going into*
876 *and out of Birchwood Court if the gates are up at the exit as drivers will be driving at higher*
877 *speeds.*

878
879 Discussion ensued regarding the potential safety concern for Birchwood Court residents with
880 drivers not being required to slow down and stop at the gate to exit as the Birchwood Court
881 entrance was very close to the exit gate; the limited visibility when turning into Birchwood
882 Court due to shrubs and lack of lighting; discussing the gate arm matter again next meeting
883 for clarification purposes.

884
885 Ms. Fernandes asked who she should speak to regarding CDD questions. She stated she
886 agreed the welcome center hours should be reduced.

887
888 Mr. Ward stated Ms. Fernandes was welcome to call him (Mr. Ward) directly with any CDD
889 questions. He stated for the time being the arms would be left down all the time and the
890 metal gates would remain closed from dusk to dawn. He noted the Board would discuss the
891 matter once again at the next meeting.

892
893 Discussion ensued regarding how to handle the budget workshop; how to handle public
894 comments; explaining the meeting process to the public in advance; the difficulty with
895 budget public hearings in general; limiting public comments to 3 minutes; answering
896 questions after they are asked as opposed to waiting until all questions have been asked
897 before answering; limiting the back and forth; sending out an email with the meeting and
898 public comment procedures through Mary to the community; and being succinct with
899 responses to questions in an effort to keep the meeting short.

900
901 Ms. DeLuca asked how to answer the question regarding why the budget itself was about the
902 same as it was in fiscal year 2026 but the assessment rate was going up for fiscal year 2027.

903
904 *Mr. Ward: The budget I gave you for 2026 was like \$960 or \$980 and I said at that time, if you*
905 *want to lower the assessment rate, I'm fine with it, but you have to take cash out of your cash*
906 *reserves in order to do it. So, that's what we did. We used the cash reserves. That's the answer*
907 *to the question. That is a very simple answer. What we've learned this year is you have a big*
908 *community and a lot of assets. The big stuff we've done, EntrancelQ, Allied, the changeover*
909 *was a huge savings to the community. The landscaping was difficult. The contract we had from*
910 *the HOA was not the right contract; it had different numbers and different services in it. It just*
911 *wasn't perfect.*

912
913 *Mr. Hamilton: We also took on almost \$1 million dollars of costs from the HOA.*

914
915 *Mr. Ward: Yes, we did.*

916
917 *Ms. DeLuca: We have to determine why this can't be delayed another year. We could*
918 *probably go down a bunch of that \$600,000 dollars. Did we have to powder coat the gates*

919 *this year? Maybe, maybe not. Again, we now have to be very precise on is it something that*
920 *has to be done next year, such as street sweeping, sidewalk cleaning, the lights on the bridge.*
921 *The lights on the bridge can be added a year from now.*

922

923 *Mr. Ward: I don't have a strong opinion about the lights on the bridge or the pavers in front of*
924 *it. That is coming out of your capital proceeds, so it doesn't affect your operating budget at all.*

925

926 *Ms. DeLuca: But we will be charging them more money on the capital side.*

927

928 *Mr. Ward: No. You are not charging more. The assessment rates for everybody remains the*
929 *same. What happens with a capital account like that is if you have leftover funds you have to*
930 *redeem bonds which changes the assessment rate for the bonds. It will lower it, but only by a*
931 *few dollars because it's over a 30 year period. It doesn't have a huge effect on the number. It's*
932 *basically lowering the bond amount by \$40,000 dollars but the term of the bond still stays at*
933 *25 years, so your amortization changes very little.*

934

935 *Ms. DeLuca stated she just wanted to be very particular and very careful with the budget and*
936 *careful determining what needed to be done. She stated she wanted to see the bonds*
937 *because if there were \$2 million dollars in the bond account perhaps it could be used to help*
938 *with the budget. She said she felt like lights on the bridge were unnecessary at this time.*

939

940 *Mr. Ward: You cannot take capital funds and use it to pay some of your operating budget. And*
941 *when the bridges are all done and you want to put lights on them and you want to take money*
942 *from the capital account to put lights on the bridge, the answer is no. you couldn't do that. In*
943 *the context of a construction project where you're essentially restoring the entire bridge you*
944 *may include your lighting and include pavers. Pavers are part of the road system so you can*
945 *automatically include pavers as long as it's new construction work, you can include it in the*
946 *context of a capital program. If you're telling me, for example, you want to restore the*
947 *guardhouse in some way, I'm going to say that's probably not a capital element because it's*
948 *more operations/restoration. Capital is for either new construction or large restoration.*

949

950 *Ms. DeLuca: We could use it to build a new welcome center.*

951

952 *Mr. Ward: Yes, if you wanted to tear down the building and build a new building, you could do*
953 *something like that.*

954

955 *Ms. DeLuca: That goes back to what I was saying. I don't want to spend money on lights on a*
956 *bridge if we can do something to generate some revenue for us and build a building which*
957 *would be a better use for the capital bond. She noted the lights would be for pedestrians and*
958 *there were not many pedestrians crossing the bridges in the evening; most residents drove*
959 *golf carts.*

960

961 *Mr. Ward noted he did not have a strong opinion either way; it was up to the Board.*

962

963 *Discussion ensued regarding potential uses of the capital funds; the possibility of*
964 *constructing a revenue generating building where the welcome center was located; the plat*
965 *not being done; and the cars which had to be moved in order to facilitate the final lift by*
966 *Lennar.*

967

968 Ms. DeLuca asked about the contract with Calvin Girodano and Richard Freeman. She asked
969 if the CDD was paying travel time to Calvin and Richard.

970

971 Mr. Ward responded in the negative; the CDD was not paying any travel time.

972

973 Ms. DeLuca said it would be good to know when Richard was on site, as well as the irrigation
974 vendor, etc.

975

976 Mr. Ward stated he could try to arrange for the CDD to know when Richard was onsite,
977 however, Mr. Freeman worked at multiple CDDs in the area and it was difficult to know where
978 he would be each day. He explained Mr. Freeman generally was responding to issues as the
979 issues arose and did not keep a set schedule. He said he would try to get more of a schedule.

980

981 Mr. Hamilton agreed he would like to look at a restructure of the fee schedule to determine
982 the District's needs and how said needs could best be served.

983

984 Ms. DeLuca agreed.

985

986 *Mr. Ward: The Calvin contract is easy. We have Richard and to some extent we have Bob, but*
987 *mostly we have Richard. He has a very specific rate. I personally manage Richard. I literally talk*
988 *to him 10 to 15 times a day including weekends, not just for one CDD but for all the CDDs. He*
989 *and I talk about Tern Bay every single day to keep the projects going and to be aware of how*
990 *things are. I arbitrarily assigned what I thought his total cost would be in one year in the*
991 *departments, but at the end of the day he charges an hourly rate based upon whatever hours*
992 *he works. I pay close attention to that because he works for me directly. I manage him on a day*
993 *to day basis, and I make sure everything is getting done. He knows how difficult I can be when*
994 *it comes to getting things done, but that particular part of the process, I am actually the one*
995 *managing Richard on a day to day basis every day all day long. I know how he charges, I know*
996 *when he's here, I know when he's not. I know what needs to be done and we go through all of*
997 *that every single day all day long. That's what I do as a manager. If you don't like the lights, I'm*
998 *going to tell you, it was my decision. He asked me about them. If you don't like the pavers you*
999 *can blame me. It was my decision. And I make those decisions every single day on every*
1000 *single thing that gets done out here. When it comes to the vendors, they are all difficult. They*
1001 *are all difficult, including Sunny Grove, and they all have to be babysat.*

1002

1003 *Ms. DeLuca: Do we need committees of residents to help support Richard without putting it*
1004 *on the budget? We got the HOA landscaping committee. We've got five people and it costs*
1005 *the Master HOA nothing, and they ride around and go out with Sunny Grove.*

1006

1007 *Mr. Ward: The problem with committees and governmental boards is they are subject to the*
1008 *Sunshine Law, so that whole riding around is not possible. HOAs don't have that problem.*
1009 *Even one person could be assigned as a committee and it would still be subject to the*
1010 *Sunshine Law, records, meeting minutes, everything. I encourage residents, including board*
1011 *members, you are welcome to call Richard or myself at any time all day long, all weekend*
1012 *long, it doesn't matter. We will help you. Residents talk to the both of us constantly and we*
1013 *work together on any questions or comments that a resident has. It's like herding geese when*
1014 *it comes to herding vendors, but it is what it is. I don't think being here full time will make a*

1015 *difference. In my personal opinion we do a ton of work every day, all day, including weekends*
1016 *on all of this stuff. Last weekend I spend half my weekend on the lady who ran through the*
1017 *gate. We spent hours this last week on the two cars that had to be moved. The amount of work*
1018 *that goes into this project is monumental.*

1019
1020 *Ms. DeLuca: (Indecipherable).*

1021
1022 *Mr. Ward: That particular issue was difficult because there was a renter in there. They left town,*
1023 *so I had to go back to the owner to get the money.*

1024
1025 *Ms. DeLuca: Our declaration states the owners are responsible for guests and renters here. I*
1026 *don't care who goes through it. If it's your guest and they came in and went to your house and*
1027 *the broke the gate, you are responsible for it.*

1028
1029 *Mr. Ward: Yes. I understand. But HOA declarations are not applicable to CDD property. The*
1030 *HOA can enforce things however they want to, but the declarations are not applicable. We*
1031 *had a lot of gate problems pre EntrancelQ and Allied. This is the first one that has caused a lot*
1032 *of damage in a few months, and I think that's pretty good.*

1033
1034 Discussion continued regarding the CDD collecting money for damages; a resident who put
1035 in a pool, tore up the lake bank in the process and then called the CDD to come fix the lake
1036 bank (the CDD refused); requiring the homeowner to restore the damaged lake bank; and
1037 sending the HOA committee over to the homeowner regarding the damaged lake bank.

1038
1039

1040 **NINTH ORDER OF BUSINESS**

Adjournment

1041

1042 Chairperson Brady adjourned the meeting at approximately 12:16 p.m.

1043

On MOTION made by Vickey DeLuca, seconded by Denise Blakely, and with all in favor, the meeting was adjourned.

1044

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James P. Ward, Secretary

Tara Brady, Chairperson

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**MINUTES OF MEETING
TERN BAY
COMMUNITY DEVELOPMENT DISTRICT**

10 The Regular Meeting of the Board of Supervisors of the Tern Bay Community Development
11 District was held on Wednesday, March 11, 2026 at the Heritage Landing Amenity Center,
12 14571 Heritage Landing Boulevard, Punta Gorda, Florida 33955. It began at 10:00 a.m. and
13 was presided over by Ms. Tara Brady, Chairperson, and James P. Ward as Secretary.

14
15
16
17

Present and constituting a quorum:

18 Tara Brady	Chairperson
19 Denise Blakely	Vice Chairperson
20 Robert Brady	Assistant Secretary
21 Vickey DeLuca	Assistant Secretary
22 Gary Hamilton	Assistant Secretary

23
24
25

Also present were:

26 James P. Ward	District Manager
27 Greg Urbancic	District Counsel
28 Clay Rebol	District Engineer
29 Tom	United
30 Jason Stafford	Sunny Grove
31 Brian	Yellowstone

32
33
34
35
36
37
38
39
40
41
42

Audience:

43 Mary Longares	w/Heritage Landing Amenity Center
44 Gene	Douglas
45 Danielle	Mark Van Weid (ph)
46 Cheryl Pierce	Ed Papal (ph)
47 Sima & Alan Pucheski	Kris
48 Lyn	John Katrich
Jeffrey Gordon	Mike Paciulli
Jeff Heintz	EP
Paulette & James	Kristyn Lawson
John Boyer	Dave
Al Vespa	Karen Randolph
Larca Ludeks	Linda Cucharale
Ll	Lori Smith
Rick Widerman	Rod Bradtmeuller
Michael	

43 All residents' names were not included with the minutes. If a resident did not identify
44 themselves or the audio file did not pick up the name, the name was not recorded in
45 these minutes. Portions of these minutes may be transcribed in verbatim.

46
47
48

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

49 The meeting was called to order at approximately 10:03 a.m.; all Members of the Board were
50 present, constituting a quorum.

51

52

53 **SECOND ORDER OF BUSINESS**

Public Comments

54

55 **Public Comments on Agenda Items**

56

57 Chairperson Tara Brady discussed public comment protocol. She asked if there were any
58 public comments for Agenda Items. She reviewed the agenda items as there were not enough
59 paper copies of the agenda available; residents were able to share paper copies.

60

61 Mr. Gene ____ asked about the bridge repairs.

62

63 Mr. Douglas ____ stated the irrigation at his home did not work properly. He asked for
64 someone to be sent out who could help get his irrigation system functioning. He noted he was
65 no longer permitted to use his own water to irrigate his lawn and his lawn was dying. He asked
66 who would pay to replace his lawn when it died. He noted one of his vehicles consistently had
67 problems with the license plate reader upon entry and his guests were unable to enter via the
68 back gate. He said he wanted the metal gates to be closed at all times for security purposes.

69

70 Ms. Vickey DeLuca asked if Mr. Douglas entered license plate numbers into his app for his
71 guests.

72

73 Mr. Douglas ____ responded in the negative. He commented he had friends who lived in
74 Riverwood whose sticker opened the Tern Bay gate.

75

76 Ms. Sima Pucheski (ph) asked if the proposed bridge pavers would be sufficient to support
77 continued traffic. She asked if the bridge would be strong enough to support pavers. She asked
78 why the metal gates were not closing. She said she felt these should be closed for security
79 purposes. She asked how guests were entering the community. She said the gate arms were
80 inconsistently functioning. She asked about the landscaping bid process. She noted she had
81 issues with Sunny Grove and would not necessarily mind if Sunny Grove was replaced. She said
82 she would appreciate a landscaping company that better understood plants, bugs and the
83 importance of cleaning equipment between properties.

84

85 Mr. Mark Van Wied (ph) asked about the possibility of stamped poured concrete as opposed
86 to pavers for the bridges.

87

88 Mr. Michael ____ (indecipherable).

89

90 Mr. Douglas ____ noted he had neighbors who also had difficulty with poorly functioning
91 irrigation systems.

92

93 Chairperson Brady closed public comments. She stated the CDD was responsible for repairing
94 the bridges; the CDD owned the bridges for the past 20 years. She noted the bridge
95 revitalization project would likely begin at the end of April after the final road lift was

96 completed. She stated the CDD was technically replacing the four bridges within the
97 community.
98

99 Ms. Denise Blakely indicated the bridges were being rebuilt by York Bridges and would have
100 an estimated life span of 20 to 25 years; York built the bridges originally and had extensive
101 experience.
102

103 Chairperson Brady noted the CDD would keep all residents' comments in mind when selecting
104 the landscaping company. She stated she believed Sunny Grove, if selected, would hear these
105 problems and reach out to fix said problems; however, problems with resident irrigation
106 systems and personal property landscaping was the purview of the Master HOA and Sunny
107 Grove would remain the vendor for the Master HOA until the Master HOA chose anew. She
108 explained the landscaping RFQ (request for qualifications) sent out by the CDD was for
109 property owned by the CDD (all the roadway landscaping), not homeowner property. She
110 stated she understood there were some technical issues with the gates and if the license plate
111 reader was not properly functioning then the sticker readers would not be turned off April 1.
112 She noted the remaining questions would be answered during agenda item discussions.
113
114

115 **THIRD ORDER OF BUSINESS**

115 **Re-Consideration of Bids**

116 **Re-Consideration of the Award of Bid for Landscaping Services in the District, and** 117 **Rescind the bid awarded at the January 6, 2026, Meeting** 118 119

120 Chairperson Brady called for Board discussion of the bids. She stated every CDD document
121 was posted on the CDD website, all agendas, all contracts, all minutes, all budgets, all financial
122 statements, etc. She noted the Tern Bay CDD website was an excellent resource and included
123 links to attend meetings virtually. She noted the CDD was a government agency established
124 by state statute and the CDD Board Members were not permitted to speak with each other
125 about CDD matters outside of public meetings. She noted the landscaping services included
126 lawn maintenance (mowing), general maintenance (edging and trimming), tree and shrub care,
127 weed and grass care, fertilization, pest control and irrigation. She reported there were four
128 contractors who submitted bids: Juniper, United Land Services, Yellowstone, and Sunny
129 Grove.
130

131 Mr. Ward explained the Request for Qualifications process. He stated the Board would now
132 ask clarifying questions of the vendors who were present, discuss the RFQs and would
133 eventually rank the bids. He noted the vendors were only allowed to clarify, not add details not
134 in the RFQ.
135

136 Jason Stafford from Sunny Grove was present to answer questions.
137

138 Ms. DeLuca noted the Sunny Grove RFQ indicated there would be 15 laborers on site 16 days
139 a week.
140

141 Jason indicated it should have read 16 days a month, so four days a week.
142

143 Mr. Gary Hamilton said if Sunny Grove billed based upon the line items, the number would not
144 add up to the RFQ total; there would be a \$7,000 dollar deficit in the CDDs favor.

145
146 Mr. Ward explained the project was bid on a line item basis, so the vendor would only be paid
147 for the work done; for example, if the vendor did not fertilize every month it would not be paid
148 for fertilization for that month.

149
150 Jason concurred; the CDD would only pay Sunny Grove for services rendered.

151
152 Ms. Blakely noted bridges often became overgrown and unwalkable. She asked if maintaining
153 the vegetation around the bridges was included with vendor services.

154
155 Mr. Ward stated generally the vegetation around the bridges was part of the preserve area and
156 was maintained outside of the context of this particular contract.

157
158 Chairperson Brady disagreed saying the bridge was a continuation of the sidewalk, not part of
159 the preserves. She said she understood the vegetation growing underneath the bridges might
160 not be included but the bushes alongside should definitely be included.

161
162 Ms. Blakely asked if seasonal plantings were included.

163
164 Mr. Ward stated seasonal plantings were not included in this contract. He explained seasonal
165 plantings were bid out separately as the CDD was able to get a much better price by doing so.

166
167 Mr. Robert Brady asked if the vendors located out of the area would be able to respond to any
168 emergency services, such as a branch being down.

169
170 Mr. Ward noted United and Yellowstone were the non-local vendors.

171
172 Mr. Tom _____ with United indicated United had a branch within 35 minutes of Tern Bay to
173 respond to special requests.

174
175 Mr. Brian _____ with Yellowstone indicated Yellowstone had a branch in Fort Myers (within 30
176 minutes of Tern Bay) and could respond to special requests.

177
178 Ms. Blakely asked why Yellowstone's irrigation costs were so much higher than the other
179 vendors.

180
181 Brian with Yellowstone responded he would find out and provide the requested information
182 to Mr. Ward.

183
184 Ms. DeLuca asked if the vendors had any projects similar in size and scope to Tern Bay.

185
186 No one from Juniper was present to answer questions.

187
188 Tom with United indicated United had a project in Naples it would be beginning soon which
189 was similar in size and scope. He stated United serviced Valencia Del Sol which was a

190 community with 650 homes; United maintained the homes, common areas, bridges and
191 roadways.

192
193 Brian with Yellowstone reported Yellowstone maintained Treviso Bay for the HOA and Golf
194 Course, Isles in Collier Preserve (over 1,000 doors and common areas), as well as other large
195 communities in Tampa, Sarasota, Jacksonville, etc.

196
197 Jason with Sunny Grove stated Sunny Grove maintained Heritage Landing (Tern Bay) for many
198 years. He noted Sunny Grove also maintained many similar communities throughout the area.
199 He indicated Sunny Grove was a privately owned, local company with over 800 employees.

200
201 Mr. Gary Hamilton discussed the worker compensation numbers for each vendor: Juniper 1.1,
202 United 0.79, Yellowstone 0.98, and Sunny Grove 1.2; the lower the number the better. He
203 discussed how the State of Florida applied worker compensation numbers. He asked about
204 the companies' safety policies.

205
206 Tom from United discussed United's safety policies: daily equipment inspections, gate checks,
207 high visibility vests, safety glasses, ear plugs, hard hats, and bimonthly regional manager
208 inspections.

209
210 Brian with Yellowstone noted he could answer the irrigation equipment cost question:
211 irrigation issues were identified as the biggest issue in the community; this was how the
212 irrigation materials and labor costs were determined. He stated Yellowstone just held its annual
213 Safety Rodeo; Yellowstone held daily crew meetings, daily equipment checks, daily blade
214 sharpening and equipment cleaning, safety vests required. He noted safety was taken very
215 seriously by Yellowstone.

216
217 Jason with Sunny Grove noted Sunny Grove's worker compensation number was actually 1.07.
218 He discussed Sunny Grove's safety program: weekly toolbox talks, safety protocol reviews,
219 equipment checks monthly, regular blade sharpening, all equipment was less than 4 years old,
220 reflective clothing, steel toe boots, safety glasses, ear protection, regular water breaks, and
221 other typical safety protocols.

222
223 Mr. Hamilton noted United had a plant replacement guarantee. He asked if the other
224 companies had the same. He asked if the plant replacement guarantee was for the entire term
225 of the contract.

226
227 Tom from United indicated the plant replacement guarantee came into effect if it was deemed
228 the plant failed to thrive due to a lack of maintenance issue such as irrigation, pests, fertilization,
229 etc. He said typically plants were guaranteed for 18 months after installation.

230
231 Chairperson Brady noted the guarantee was only for the duration of the contract; if the CDD
232 ended the contract and obtained a new vendor, then plant guarantees became void upon
233 contract expiration.

234
235 Tom from United responded Chairperson Brady was correct.

236

237 Brian with Yellowstone indicated Yellowstone had the same policy, but plants were not
238 guaranteed if deemed to fail due to an act of God such as a storm event or freeze. He noted
239 plants installed by Yellowstone would be guaranteed for the life of the maintenance contract.

240
241 *Chairperson Brady: You are telling me if we have a five year contract and you plant a tree your*
242 *first month here, and it dies four years later, you will warranty a tree for four years?*

243
244 *Brian: If it failed due to lack of maintenance, yes.*

245
246 Jason with Sunny Grove stated Sunny Grove had a similar policy; plants killed by an act of God
247 (lightning, flood, freeze, drought, hurricanes, etc.), things Sunny Grove had no control over,
248 would not be guaranteed; however, if Sunny Grove's lack of maintenance or a labor mistake
249 (mowed over a bush, etc.) caused a plant to fail it would replace the plant. He noted the new
250 install plant replacement guarantee was for 3 months on shrubs and 6 months on trees and
251 palms.

252
253 Ms. DeLuca asked about vendor response time after hurricanes and other storm events.

254
255 Tom indicated United would have a preapproved amount for cleanup after storm events, so
256 once it was deemed safe United would send an account manager to survey the damage and
257 work teams would be out within a week.

258
259 Brian indicated Yellowstone would send out crews as soon as it was deemed safe and travel
260 was possible, typically between 24 and 36 hours, to begin cleanup. He noted Yellowstone
261 would send in resources and manpower from its other locations to assist as well.

262
263 Jason indicated Sunny Grove had cleaned up Tern Bay after storm events, so Tern Bay was
264 familiar with Sunny Grove's post storm cleanup. He noted Sunny Grove had 800 employees
265 between Tampa and Fort Myers, resources were not an issue, and crews were sent out as soon
266 as the roads were safe.

267
268 Mr. Hamilton noted irrigation in this contract was for CDD owned property only. He stated he
269 wondered if Yellowstone understood irrigation maintenance was only for CDD owned
270 property, not for the entire community.

271
272 *Mr. Ward: When you look at these bids, you do have to look at the totals. In this particular*
273 *instance, I think it's less important because we are paying monthly for irrigation and*
274 *landscaping, so that monthly cost divided by 12 is it. I looked at Sunny Grove and I looked at*
275 *Yellowstone, because they are sitting in front of me. If you add those two numbers together they*
276 *are not far off in terms of the totals, so the monthly fee for just those two items is not that*
277 *different.*

278
279 *Mr. Hamilton: The main reason I brought it up is because the question was asked about*
280 *irrigation and if their number was skewed and they didn't understand the scope, then their*
281 *number would have been significantly less.*

282

283 Discussion ensued regarding irrigation; exactly what the vendor would be maintaining in terms
284 of irrigation; and the map illustrating the irrigation areas owned by the CDD to maintained by
285 the vendor.

286
287 Mr. Ward thanked the vendors for attending the meeting and answering questions.

288
289 Ms. Blakely asked about tree trimming.

290
291 *Chairperson Brady: United included tree trimming once a year with no limitations and*
292 *Yellowstone included it up to 15 feet.*

293
294 *Mr. Ward: The RFQ required them to trim the trees up to 15 feet once a year. That's included in*
295 *the bid. Anything over that height we usually contract separately for.*

296
297 Chairperson Brady asked if Sunny Grove included tree trimming.

298
299 *Jason with Sunny Grove: If it's within 15 feet and the normal keeping it off the sidewalks. The*
300 *normal routine maintenance is included.* He discussed the difference between tree trimming
301 and normal tree maintenance; tree maintenance was included in the contract; tree trimming
302 required a certified arborist and was billed separately.

303
304 Chairperson Brady asked United to clarify how often it would trim the trees over the sidewalks
305 up to 7 feet for pedestrians and 15 feet over the streets. She noted she felt it would require
306 trimming more than once a year.

307
308 Tom responded United would trim the trees over the sidewalks and roads as needed.

309
310 Ms. Blakely asked if litter cleanup would be included with the services.

311
312 Tom responded United would definitely clean up litter and trash from the lawns and
313 shrubberies and plant beds as a part of routine maintenance.

314
315 Brian with Yellowstone responded the same.

316
317 Jason with Sunny Grove responded the same.

318
319 Ms. Blakely thanked the vendors for coming out to answer questions.

320
321 Mr. Hamilton stated he hoped the CDD would have an asset manager to better supervise the
322 vendors going forward.

323
324 Chairperson Brady stated she felt the landscaping looked much better since the CDD took
325 over the supervision of the vendors. She discussed her experience managing landscaping
326 contracts for the County.

327
328 Mr. Ward asked the Board to fill out the evaluation criteria sheets, and he would tabulate the
329 scores.

330

331 Chairperson Brady noted the bid totals did not align with the line item amounts in the RFQs.
332 She asked why this was the case. She asked the vendors to review the numbers.

333
334 Discussion ensued regarding the RFQs, bid line items, and bid totals.

335
336 *Mr. Ward: If those numbers on a per unit basis are right, you use those for purposes of the*
337 *biddings, and the total becomes the total in the contract. If there is a math error in the document*
338 *we would adjust that to the actual price they bid on a line item basis.*

339
340 Discussion continued regarding the bids and totals, and possible future contract cost
341 increases.

342
343 *Mr. Ward: The costs will be based on the line items even if there was a mistake in the totals. I*
344 *think when you do an RFQ, it's not 1, 2, 3, 4 lowest price to highest price, you have the ability of*
345 *the Board to determine how you want to assign that. If you think the number is way too low,*
346 *there is no reason to write them as number one. For example, if vendor A gave you a price half*
347 *the price you know it's going to cost, they don't have to be ranked number one in terms of price.*
348 *You make that determination.*

349
350 Discussion ensued regarding how to rank the bids; points of consideration included personnel,
351 resumes, equipment, price, company location, whether the company was present to answer
352 questions, experience, quality of properties currently managed by the bidders, and trust in
353 ability to adequately maintain the landscaping throughout the community.

354
355 Mr. Ward reported points were calculated as follows: United 458 points, Sunny Grove 453
356 points, Yellowstone 436 points, and Juniper 360 points.

357
358 Discussion continued regarding the best vendor to handle the community's landscaping;
359 points considered were the number of employees available to work, keeping the community
360 looking as good as it did today, Sunny Grove doing a good job currently, the benefits of
361 choosing a local company, the number of workers available to be on site, resident complaints
362 about Sunny Grove in the past, and number of labor hours each vendor would work per week.

363
364 The Board chose to ask additional questions of Sunny Grove and United, the top two ranked
365 vendors.

366
367 Mr. _____ asked about the number of workers who would be on site weekly.

368
369 Jason stated Sunny Grove had a production manager, account manager, 6 person mow team,
370 6 person trim team, 4 person weed team, and 4 person irrigation team. He noted there were 6
371 full teams in the community at all times and Sunny Grove had the advantage of moving
372 resources from the HOA project over to the CDD project whenever needed, and vice versa. He
373 stated workers would be on site for the CDD project four days a week. He noted the production
374 manager was present all week, the main account manager was only present part time, and the
375 irrigation supervisor was present all week. He noted employees worked 10 hour days, four days
376 a week.

377

378 Discussion ensued regarding the number of hours worked by the various Sunny Grove
379 laborers, managers, technical personnel (irrigation), etc.

380
381 Tom with United discussed his personnel and when each would be on site. He noted the
382 number of laborers on site would fluctuate with the seasons as needed.

383
384 Discussion ensued regarding the number of hours worked by United laborers, managers,
385 technical personnel, etc.

386
387 *Mr. Ward: This is a very big project and to try to say we are only going to have a crew three days
388 a week or more is unrealistic. I think that's difficult to do. We get questions, comments,
389 complaints, concerns, every day of the week. I understand how United does it, but I think that's
390 a little difficult for us.*

391
392 Discussion ensued regarding the possibility of cutting back on the number of managers on site
393 to save money; this being unrealistic and likely the CDD would end up paying more money for
394 Richard to make up the difference; whether the CDD should have an asset manager on site to
395 manage the various vendors for the community; and the importance of having workers on site
396 five days a week.

397
398 *Mr. Ward: We need people here on the ground actually doing the job, and while I'm sure United
399 does a great job, to say I'm only going to be here three days a week in the winter months
400 because that's all you might need, that's going to be a difficult thing. You've got four days of no
401 one on site. You have to have people here constantly. This is a huge landscaping job. Sunny
402 Grove is here five days a week.*

403
404 Mr. Ward asked the Board to rank the vendors.

405
406 Discussion ensued and the Board decided to rank Sunny Grove number 1 and United number
407 2.

On MOTION made by Vickey DeLuca, seconded by Denise Blakely, and with all in favor, Sunny Grove was ranked number one and United was ranked number two.

408
409
410

411
412
413 **FOURTH ORDER OF BUSINESS** **Discussion**

414
415 **Discussion of opening of Metal Gates and Gate Arms**

416
417
418 Ms. DeLuca noted a resident expressed concern about the gate arms being left up at the exit
419 making it difficult to get in and out of her subdivision.

420
421 Chairperson Brady stated the arms were not supposed to be left up.

422
423 Discussion ensued regarding what was discussed at the previous meeting regarding the gates;
424 the metal gates were to be left open from dawn to dusk; and the gate arms were to be down
425 at all times.

426
427 The Board agreed the gate arms were never to be left open at the front gate or back gate; the
428 metal gates were to be left open from dusk to dawn at the front gate and back gate.

429
430 Ms. Blakely explained the metal gates were being left open to preserve the lifespan of the gates
431 and the mechanism.

432
433

434 **FIFTH ORDER OF BUSINESS** **Discussion**

435

436 **Discussion of Golf Cart Operations on District Roadways**

437

438 Ms. Blakely stated golf carts at speeds under 20 mph were not legally allowed on the roads
439 according to state statute and county ordinance. She discussed how efforts had been made to
440 turn Tern Bay into a golf cart community; however, with the new laws in place, golf carts could
441 not be driven on the road under any circumstance unless it was titled, insured and registered
442 with the DMV. She noted if any golf cart was titled, insured, and registered with the DMV it
443 could be driven on the road whether Tern Bay was a golf cart community or not. She noted the
444 Sheriff's Department could ticket golf carts found driving without a license plate. She noted the
445 application to make Tern Bay into a golf cart community was still being considered by the
446 County, and if it were approved, residents would be able to drive golf carts in the community
447 under 20 mph, but not over 20 mph unless the golf cart was registered with the DMV. She
448 stated she posted this information on the Tern Bay CDD website.

449

450 Chairperson Brady stated golf carts still required rearview mirrors, and other safety features,
451 and no one under 18 could drive the golf carts.

452

453 Discussion continued regarding not needing a license plate and registration for a golf cart if it
454 was driven under 20 mph; how much it cost to get a golf cart registered; making the community
455 a golf cart community would make it easier to drive a golf cart in the community legally; the
456 information about the golf carts and applicable laws being on the CDD website; whether the
457 law specified a golf cart had to be registered if it was capable of going over 20 mph; the
458 unlikelihood of police coming into the community and pulling over golf carts if the community
459 were a golf cart community; the new golf cart laws being created more for the downtown Punta
460 Gorda area as opposed to inside residential communities; and educating the community about
461 the new golf cart laws.

462

463 Ms. Blakely said the law indicated "deputies now have a uniform objective rule, if it can exceed
464 20 mph it's not a golf cart," and "enforcement will increase for unregistered LSV's being
465 operated as golf carts."

466

467 Discussion continued regarding whether the majority of golf carts went more or less than 20
468 mph; and whether the CDD was "opening a can of worms" by trying to make the community a
469 golf cart community.

470

471 *Mr. Ward: You have a public road, you own it and you operate it. How you do that must be*
472 *consistent with County ordinances. To the extent that the County has an ordinance in place that*
473 *does that, which it does, and it clearly defines this use of golf carts, we should ensure we are*

474 *consistent with that ordinance. Irrespective of whether you have to have a plate or not, that's not*
475 *the issue. The issue is consistency with the law. You have golf carts driving on your roads, which*
476 *means you need to be a golf cart community, to be consistent with the ordinance.*

477
478 Discussion ensued regarding keeping the community informed about the golf cart and LSV
479 rules and regulations; making the community a golf cart community so golf carts (under 20
480 mph) could legally drive on the roads; the importance of consistency with the law; posting a
481 statement on the website about the golf cart and LSV rules and regulations; whether the CDD
482 wanted to pursue becoming a golf cart community; and determining whether the community
483 wanted to pursue becoming a golf cart community.

484
485 Ms. ____ asked if the CDD could be sued if there were an LSV or golf cart accident in the
486 community.

487
488 Mr. Ward responded in the affirmative; even though the roads were public, the roads
489 belonged to the CDD and the CDD could be sued. *We have insurance for these events, but*
490 *you are going to get sued. You need to give notice to people. You have to tell them.*

491
492 *Chairperson Brady: We just passed an eBike ordinance with all of the rules too. I think maybe*
493 *we just send notification. Well, it will come from Mary. But we send a notification out saying here*
494 *are the rules for LSVs, here are the rules for eBikes, these are the ordinances in Charlotte County,*
495 *this is where we are.*

496
497 Discussion ensued regarding having a CDD Board Member get their golf cart registered to see
498 what was required.

499
500 Ms. DeLuca volunteered to get her golf cart registered and provide the CDD with an update
501 regarding the process.

502

503

504 **SIXTH ORDER OF BUSINESS**

Discussion

505

506 **Discussion of decorative pavers and LED lighting for the Bridges**

507

508 Chairperson Brady stated she did not think decorative pavers were needed on the bridge
509 approach to slow down traffic. She suggested Permaplast paint that looked like stamped
510 concrete as a possible alternative. She stated lighting along the sidewalks was needed because
511 it was pitch black over the bridges at night.

512

513 Discussion ensued regarding the funds for the bridges, lighting, and pavers all coming from
514 bond funds and not impacting the regular operations budget.

515

516 Vice Chair Blakely stated the bond funds could not be used to add lighting to the bridges; it
517 could only be used to fix the bridges.

518

519 *Mr. Ward: I have probably done a billion dollars' worth of financings in my career. I can tell you*
520 *as part of a construction project, if you add pavers or lighting to a construction project it's clearly*
521 *a part of the construction project. I have already talked to Greg about that issue, even before*

522 *we started this discussion. We are both in agreement that you can. After the fact, I think you are*
523 *right and it would be problematic at that point, but I think as part of a restoration project, which*
524 *is part of the road program which was in the original bonds, and we extended that in the 2023*
525 *bond series, you can make them part of the project. If you don't want to, I don't care. It doesn't*
526 *matter, but as a part of the project that's how I would do it because I didn't think it would be*
527 *appropriate to use operating funds for that.*

528
529 *Chairperson Brady: But as a part of that project, it is considered capital infrastructure and can*
530 *be used out of that bond.*

531
532 *Mr. Ward: Yes.*

533
534 *Mr. Greg Urbancic: As long as the expenditure is related to the capital improvement project*
535 *and the District Engineer can certify it as part of the project, which sounds like he should be able*
536 *to do, I haven't talked with him specifically about that, then it would typically be a good cost.*

537
538 *Ms. DeLuca: It says specifically in the bond "the District is responsible for perpetual*
539 *maintenance of the roadways." It is the only statement that gives us the ability to fund the*
540 *bridges because we have to maintain them. I guess the next question I have then is -*

541
542 *Mr. Urbancic: The reason that covenant is in there is once you fund something with tax exempt*
543 *bonds you have the obligation to maintain them in perpetuity. That's why that statement is in*
544 *there. It's not for the use of the construction proceeds. Construction proceeds are for capital*
545 *improvements.*

546
547 *Ms. DeLuca: All the FPL lights are fixed but one, so now the bridges are well lit, and a lot of the*
548 *lights were out on the bridges, so why are not considering alternatives like solar?*

549
550 *Mr. Hamilton: Solar is initially cheaper, but you have to replace them often and they are more*
551 *expensive long term. He discussed his experience with solar lights around his home. He noted*
552 *he ended up switching to underground wiring because it was less expensive in the long run.*
553 *He stated he wasted a lot of money installing solar lights.*

554
555 *Ms. DeLuca asked why the District would need electric outlets on the bridges.*

556
557 *Chairperson Brady noted other communities lit the bridges and did other things with the*
558 *bridges.*

559
560 *Discussion ensued regarding whether lighting the bridges for safety was important; whether*
561 *decorative pavers were important; it being too late to obtain cost estimates for lighting*
562 *alternatives; and \$106,000 dollars not being a lot of money for lighting for the three bridges.*

563
564 *The Board chose to move forward with lights on the bridges as presented but not to install*
565 *pavers.*

566
567

568 **SEVENTH ORDER OF BUSINESS**

Staff Reports

569

570 **I. District Attorney**

571

572 No report.

573

574 **II. District Engineer**

575

576 No report.

577

578 **III. District Manager**

579 **a. Important Meeting Dates for Fiscal Year 2026:**

580 **1. Next Meeting: Tuesday, April 7, 2026, FY2027 Budget Workshop (9:00 a.m.) &**
581 **Regular Meeting (10:45 a.m.)**

582 **2. Tuesday, June 2, 2026 - Public Hearing FY 2027 Budget**

583

584 Chairperson Brady indicated on April 7, 2026, a budget workshop would be held at
585 9:00 a.m. and a regular meeting would begin at 10:45 a.m. She asked everyone to look
586 at the budget online and come with ideas.

587

588

589 **EIGHTH ORDER OF BUSINESS**

Supervisor's Requests

590

591 Mr. Hamilton discussed the canoe launch area. He stated it was very swampy and he felt
592 something needed to be done to improve it.

593

594 Discussion ensued regarding the budget including funds for maintaining the canoe launch
595 path, but not for improvements; the original community plans including a dock and other
596 improvements, but the CDD not having plans to build such; the golf course improvements not
597 falling under the purview of the CDD.

598

599 Mr. Hamilton asked where the Sunny Grove employees would be using the restroom. He
600 suggested discussing the matter with the HOA.

601

602 Ms. DeLuca indicated the HOA brought in a port-a-potty and Sunny Grove was using this for
603 the restroom.

604

605 Mr. Hamilton stated he would like Mr. Freeman to attend meetings to answer questions.

606

607 Chairperson Brady indicated she would move forward with public comments and continue
608 Board discussion after public comments.

609

610

611 **NINTH ORDER OF BUSINESS**

Public Comments

612

613 Chairperson Brady asked if there were any public comments about non agenda items.

614

615 Ms. Danielle ____ (ph) asked if the CDD purchased the old sales trailer and charged the
616 residents a \$750 assessment. She asked if nonresidents were issued daily passes upon
617 entering the community. She asked if the plat was done. She asked if the people who were

618 breaking the gates were being charged to fix the gates. She asked if the CDD installed a dock
619 at the canoe launch path would the general public be permitted to launch canoes and kayaks
620 or would it be a private canoe launch for the residents.

621
622 Mr. _____ asked about the bridge maintenance and when it would begin. He asked if the bridge
623 project would be an extra assessment to the residents.

624
625 Mr. Michael _____ 3:05:29 asked for something to be done about the midge flies. He said he
626 was unable to use his lanai for six months out of the year because of the "no-see-ums."

627
628 Mr. Rod Bradtmeuller apologized to Mr. Brady for how he spoke to him last week. He asked
629 how the CDD was using tax money to renovate the sales building when it did not own said
630 building.

631
632 Mr. Longmeadow stated he felt keeping the iron gates closed would prevent the gate arms
633 from being damaged as often.

634
635 Ms. _____ asked if visitors needed a reason to enter the community even if the roads were
636 public. She stated she felt drivers should not just be able to enter the community on a whim;
637 this was a private gated community. She asked (indecipherable).

638
639 Ms. _____ asked if the new bridge would also get lights because it was very dark. She discussed
640 an area of the sidewalk which needed repair.

641
642 Ms. Cheryl Pierce discussed an area where the shrubs were overgrown and a driving hazard.
643 She asked for this to be cut back.

644
645 Mr. Ed Papal asked (indecipherable).

646
647 Ms. Sima Pucheski noted there were huge trees on Burnt Store Road turning right into the back
648 entrance and it was really dark; there was no light and the sign was impossible to see. She
649 asked for something to be done about this. She asked if there were functioning cameras at the
650 back gate. She asked what was planned for the CDD and was the public allowed to make
651 suggestions. She asked what would be done about the dead florals and dead bushes at the
652 back entrance and common areas. She said CDD communication with the public needed
653 improvement. She stated there were bees at the tiki hut. She asked if these could be
654 addressed.

655
656 Chairperson Brady noted Ms. Pucheski should speak with the Master HOA about the bees at
657 the tiki. She stated the CDD did not send emails; being a governmental agency all email
658 addresses collected would become public record. She explained the CDD asked Mary to send
659 out email communications to the public with the HOA emails if there was something big
660 happening. She stated the CDD met the first Tuesday of every month; all the meeting dates
661 and times for the year were posted on the CDD website. She indicated the frost killed a lot of
662 the landscaping this year and the CDD would replace whatever did not naturally come back.

663
664 Ms. DeLuca noted it would take about 3 months, but the bushes would come back.
665

666 Chairperson Brady concurred; the bushes would come back, and if not, they would be
667 replaced. She stated in terms of the trees and lighting at the back gate she believed the sign
668 was lit and the palms were lit.

669
670 Ms. Pucheski noted she spoke with Mr. Ward about the lack of lighting on Burnt Store Road
671 and Mr. Ward indicated there was no electricity on Burnt Store Road. She said she hoped there
672 were funds in the budget to light Burnt Store Road.

673
674 Chairperson Brady stated electricity and lighting was installed at the back gate six months ago.
675 She said the signs and trees were now well lit. She indicated there were no additional funds for
676 lighting Burnt Store Road. She reported the gates did have cameras.

677
678 Mr. Ward concurred; lighting was installed after his conversation with Ms. Pucheski.

679
680 Chairperson Brady asked Mr. Ward to address the building question.

681
682 *Mr. Ward: The CDD originally put together a deal with Lennar that the District would acquire*
683 *the Welcome Center for a fixed price coming from construction proceeds in the 2023 bond*
684 *issue. The intent was that the deal would close when the plat was recorded. At that time, the*
685 *plat was anticipated to be recorded in December 2025. It's been sitting there waiting since that*
686 *time. At that time, we were just getting started and needed a place to have an individual from*
687 *Allied to work, adding residents to the EntrancelQ system. Lennar said it was okay for the CDD*
688 *to use the building, so we did. We turned the electricity on, and we are paying for the electric.*
689 *The formal indication from Lennar is there is no change to that deal. The only problem is the*
690 *plat has not been recorded, so we have not been able to close.*

691
692 Chairperson Brady noted there were no future plans with that building.

693
694 Mr. Ward concurred; there were no future plans other than to use the building for whatever
695 EntrancelQ needed.

696
697 Mr. Bradtmueller asked how much money was spent making the building operable.

698
699 Mr. Ward stated the CDD turned on the water, sewer and electric; it was cleaned and there was
700 a little bit of painting done, a sign was placed at the front which said, "Welcome Center" and
701 the landscaping was cleaned up a little bit. He said he did not remember the cost, but he could
702 get the number.

703
704 Chairperson Brady stated she received an email from Clay that the County gave approval to
705 have the plat signed off, so she could sign off on the plat, but she wanted it to be reviewed by
706 Mr. Ward and Mr. Urbancic first. She said once she signed it, the plat would be done. She stated
707 the Engineer indicated the plat was good. *The plat is going to show each little condo*
708 *association is its own actual plat, including Birchwood Court. Those roads and that bridge, it is*
709 *my understanding that all of the condo association roads and bridges are going to the Master*
710 *HOA. So, that is who would be responsible for the bridges and everything. We are public roads.*
711 *100% it means that anybody can walk up to the gate and say they want to enter. They do not*
712 *have to have a reason. We are technically not a private community for that reason. We have had*
713 *that conversation many times. There is a gate system so people cannot get into the pool. People*

714 *are supposed to be checked at the clubhouse when they come in and it's my understanding*
715 *that nobody from the public can just come into the restaurant, but again, that would be a Master*
716 *HOA thing. If somebody from the outside wants to come in, we try to get their information, their*
717 *driver's license, but they could refuse and we can't tell them they can't come in. We just very*
718 *clearly say you can drive on the roads, but you cannot go in driveways, you can't have access to*
719 *anything private because then you would be trespassing.*

720

721 Mr. _____ we can't ask to see a driver's license?

722

723 Chairperson Brady explained the gate personnel asked but could not legally require anyone
724 to show a driver's license to gain entry.

725

726 Discussion ensued regarding the public having access to the community roads; and the gate
727 guard being a deterrent to random members of the public entering the community without
728 reason.

729

730 Chairperson Brady stated in terms of the canoe launch area, it was technically a public area,
731 and it would be turned over to the State as a public park in the year 2040, and then the State
732 would maintain the area. *If the public found out and said, "we want to go back there," yes they*
733 *can come in and they can go back there. All of our roads are public. There is a CDD easement*
734 *over the cart path to the property, so yes, the public could go there if they choose.*

735

736 Discussion ensued regarding the community not being a private, gated community; the
737 Declaration indicating security was at the homeowners' risk; and what Lennar told purchasers:
738 that this was private, gated, golf cart community, but it was not.

739

740 Chairperson Brady stated the four bridges on the main Heritage Landing Blvd were all being
741 rebuilt, all decking and everything was being replaced and lighting was being installed. She
742 noted the funds for the bridge rebuild was coming out of the bonds, so would not be in the
743 operating budget. She noted the bridges would cost approximately \$1.1 million dollars;
744 construction would begin in April. She explained the metal gates were being left open during
745 the day because the wear and tear cost for the metal gates was high. She stated with the
746 cameras the CDD was now able to bill drivers who broke the gate arms for repairs.

747

748 Mr. Ward noted since the new EntrancelQ system was installed there were only two instances
749 of damage to the gates, which was excellent.

750

751 Chairperson Brady stated the gate guard did not issue day passes. She said possibly people
752 were waiving the QR code on their phones to show EntrancelQ.

753

754 Discussion ensued regarding whether guests were required to show a driver's license along
755 with the QR code to gain entry; the gate guards allowing delivery drivers entrance; and the
756 gate guards attempting to gather as much information as possible from visitors prior to entry.

757

758 *Chairperson Brady: If they refuse to show a driver's license we have to let them in, but now we*
759 *know, at this time, this person came in, we have their license plate, and they were in here for this*
760 *long if something happens. We have a good tracking system.*

761

762 Discussion ensued regarding the benefits of the new gate guard system.

763

764 Chairperson Brady stated the CDD did not give anyone a \$750 dollar assessment; that
765 assessment was from the Master HOA.

766

767 Mr. Ward stated midge fly treatment would have to be added to the budget. He stated the “no-
768 see-ums” were probably midge flies and were coming out of the lakes. He explained there
769 were midge fly problems in some of his other CDDs, so he could come up with a program to
770 treat the midge flies. He explained midge fly treatment programs were not perfect because
771 midge flies were attracted to light, but it was possible to treat them in the lakes before they
772 fully matured which would improve the situation.

773

774 Chairperson Brady indicated a price point for midge fly treatment would be obtained and
775 discussed at the next meeting.

776

777 Discussion ensued regarding midge flies in the community; the possibility of aerating the lakes
778 to improve the midge fly problem; and where members of the public would park if they wanted
779 to visit the canoe launch as there was no public parking available.

780

781 Chairperson Brady discussed the dog park question noting the CDD was willing to install a dog
782 park if the community wished but had no plans at this time to put in a dog park.

783

784 Ms. ____ asked about the 17 lots at the front of the community.

785

786 *Mr. Ward: There is a piece of commercial development which was actually within the boundaries*
787 *of the Tern Bay CDD. They were originally a part of the bond issue in 2001 or 2002 from the first*
788 *developer, so they do pay a debt assessment on that bond issue. Plus, they do pay. The 17 units*
789 *is what we call an equivalent residential unit conversion. They pay as if they were 17 units sitting*
790 *on that one commercial parcel. The commercial developer pays the CDD an annual capital*
791 *assessment and then they pay operating and maintenance assessment which was 17 times what*
792 *you are paying. They do not require our approval to build on that lot. CDDs do not have any*
793 *land use authority whatsoever. So, to the extent they ever build on that it would go through the*
794 *County.*

795

796 Ms. ____ asked about the lake dive and the cost of lake maintenance.

797

798 Mr. Ward indicated this could be discussed at the next meeting.

799

800 Ms. ____ noted four streetlamps were installed by the Terraces and the Verandahs. She asked
801 who authorized this and whether more lamps would be installed. She noted the streetlamps
802 were installed next to the condos on the parking streets.

803

804 *Ms. DeLuca: We had 30 streetlights out when I took this over in February. I'm happy to say we*
805 *are down to one which is right outside the Pro Shop. I will get back to you at the next meeting*
806 *and let you know what I find out.*

807

808 Ms. ____ noted most of the storage containers were removed from the golf course maintenance
809 yard; only one was left. She noted this might be a good location for a dog park.

810

811 Mr. Ward noted that storage area was going to the golf course as part of the plat.

812

813 Ms. DeLuca asked about the phase 1 sidewalk repairs; were these finished.

814

815 Mr. Ward stated the sidewalk repairs were not finished, he did not know what portion was left
816 to be repaired.

817

818 Ms. DeLuca discussed sidewalk areas which still needed to be repaired and were not marked.
819 She asked if Mr. Freeman walked around the community looking at CDD assets. She noted
820 there was an ADA yellow guide path at Black Cherry and Red Bud which had been broken for
821 two years.

822

823 *Mr. Ward: We haven't done any of that because all of that is under Lennar at the moment. They*
824 *are supposed to finish the sidewalks and the ADA compliance. I did ask Lennar a month or so*
825 *ago about this and they said they are going to fix it, but I will ask the question and when they*
826 *are finished, if there is something left undone we will have to go back and take a look.*

827

828 *Chairperson Brady: I submitted that a long time ago too to have them fix it.*

829

830 *Ms. DeLuca: They also left out the cones.*

831

832 *Mr. Ward: They wanted to leave those out until they were finished with all of their work and they*
833 *could do a full inspection. They were basing that on those cones being in place.*

834

835 *Ms. DeLuca: Are we striping the streets? Many of the streets are not striped. They striped the*
836 *pedestrian crosswalks this week, but we have no center line down our streets.*

837

838 *Mr. Ward: It is not required and I don't think Lennar is doing it as part of their final lift work.*

839

840 *Chairperson Brady: I will have that conversation with Clay. The last lift they just did, they striped*
841 *it. My concern was they didn't put the bike path in. In the second half of our development the*
842 *roads technically aren't wide enough to have the bike path on both sides; however, it is wide*
843 *enough to shift the road and put the bike path on one side, so we could have a continuing bike*
844 *path. I talked to Clay about that. He did not tell me they were not going to stripe the road at all.*
845 *It was my interpretation that they were, so the fact that they haven't could be good. I personally*
846 *would prefer to have the 10 foot lane and the bike path, so you don't get to the second bridge*
847 *and then there was no more bike path.*

848

849 Discussion continued regarding striping the roads; and a portion of the road which needed
850 better drainage (brought to Clay's attention).

851

852 Chairperson Brady indicated she would contact Clay about striping the roads. She asked Mr.
853 Ward to draft a communication to the public about leaving the metal gates open from dawn to
854 dusk, the gate arms would stay down, and draft a correspondence with summarized
855 information regarding gates, golf carts, and e-bikes, including a link to the CDD website and
856 mentioning the meeting on April 7th to review the budget.

857

858 Ms. DeLuca noted there were a lot of misconceptions about the plan for this development;
859 misconceptions included a lookout tower, dock, office space, hotel, etc. She explained the
860 residents did not understand this was a planning document which gave Lennar the rights to
861 build such things but did not indicate such things would be built or require such things to be
862 built. She explained the CDD was not responsible to build such things either; the CDD was
863 responsible for fulfilling the responsibilities laid out in the bond. She noted the CDD could
864 build a dock, but it did not have to.

865
866 Chairperson Brady noted the only thing the CDD had to do was maintain the canoe path
867 because it was already built, it was not required to build a dock at the end of the canoe path.
868

869 Mr. Ward explained the development plans included things which were permissible, not
870 required.

871
872 Discussion ensued regarding how confusing it was to the residents; and educating the
873 residents about the development plan and how it indicated what was permissible but not
874 required.

875

876

877 **TENTH ORDER OF BUSINESS**

Adjournment

878

879 Chairperson Brady adjourned the meeting at approximately 1:50 p.m.

880

881 **On MOTION made by Vickey DeLuca, seconded by Denise**
882 **Blakely, and with all in favor, the meeting was adjourned.**

883

884

Tern Bay Community Development District

885

886

887

888

889

890 _____
James P. Ward, Secretary

890 _____
Tara Brady, Chairperson

891

COMMUNITY DEVELOPMENT DISTRICT IRRIGATION MAINTENANCE AGREEMENT

THIS COMMUNITY DEVELOPMENT DISTRICT FACILITIES IRRIGATION MAINTENANCE AGREEMENT (this "**Agreement**") is entered into as of this 7th day of April, 2026, by and between **TERN BAY COMMUNITY DEVELOPMENT DISTRICT**, an independent special district established pursuant to Chapter 190, Florida Statutes (the "**District**"), and **HERITAGE LANDING MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Association**").

RECITALS:

A. The District is a local unit of special-purpose government established by Rule 42VV-1, Florida Administrative Code adopted by the Florida Land and Water Adjudicatory Commission, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "**Act**"), and is validly existing under the Constitution and laws of the State of Florida. The District has the authority to exercise powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for roads, water and wastewater facilities, stormwater management, irrigation, landscape, security, and wetland/wildlife mitigation and restoration, among other powers, including all powers necessary, convenient, incidental or proper in connection with any of the powers, duties, or purposes authorized by the Act.

B. The Association is a private not-for-profit corporation formed pursuant to Chapters 617 and 720, Florida Statutes that owns and operates certain community infrastructure and amenity facilities located within the Heritage Landing community that is within the boundaries of the District. The membership of the Association is comprised solely of property owners within the District and all of the Heritage Landing property owners are members of the Association pursuant to the Declaration of Covenants, Conditions and Restrictions for Heritage Landing originally recorded in Official Records Book 4429, Page 92 of the Public Records of Charlotte County, Florida, and as further amended and supplemented.

C. The District desires to contract with the Association to operate, maintain and repair the irrigation public improvements owned by the District and located in those areas depicted on **Exhibit "A"** (collectively, the "**District Improvements**").

D. The Association is responsible for operating, maintaining and repairing certain common areas either contiguous or in close proximity to the areas where the District Improvements are or will be located and the members of the Association are the direct beneficiaries of the District Improvements. Further, the Association is uniquely positioned and qualified to operate, maintain and repair the District Improvements.

E. The Association agrees to undertake the responsibility for operating, maintaining and repairing the District Improvements all on the terms and conditions set forth herein.

F. The District and the Association agree that having the Association operate, maintain and repair the District Improvements is in the best interests of the District and the property owners benefitting from the District Improvements. Specifically, having the Association operate, maintain and repair the District Improvements will provide for easier administration, potential cost savings, and anticipated efficiencies in such activities.

NOW, THEREFORE, the District and the Association agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. **Finding.** The District and the Association expressly agree that having the Association operate, maintain and repair the District Improvements is in the best interests of the District and the property owners intended to benefit from the District Improvements.
3. **Operation, Maintenance and Repair.** Except as otherwise provided for herein, the Association agrees to be responsible during the term of this Agreement, at the Association's sole cost and expense, for operating, maintaining and repairing the District Improvements that may be now or in the future located on or within the Improvement Area. The District Improvements shall be kept by the Association in good, neat, attractive and proper condition and repair. All such action by the Association shall be performed in compliance with all applicable statutes, ordinances, administrative rules and regulations, permit conditions and the rules, policies, practices and procedures of the District. The Association understands and agrees that the Association shall be required to budget for, fund, and complete the maintenance and repair of the District Improvements and their component parts. The obligation for capital replacement of District Improvements shall remain with the District. During the Initial Term of this Agreement (and any Renewal Terms), the Association shall have a non-exclusive license to enter upon the property of the District to the extent reasonably necessary to carry out the Association's obligations under this Agreement. Notwithstanding the foregoing, if any property of the District is damaged a result of any activity of the Association pursuant to this Agreement, the Association shall be responsible, at the Association's sole cost and expense, to promptly repair any damaged property or landscaping to the extent necessary to restore the property to its condition prior to the damage.
4. **Tropical Storm, Hurricane or Other Casualty Damage.** The parties acknowledge that the Association is acting as a service provider to the District under this Agreement and this Agreement is a means to provide for the services set forth in Section 3 on a resource-efficient basis as described in the recitals. This Agreement transfers neither ownership nor ultimate legal responsibility for the District Improvements. Nor does this Agreement change the character of the District Improvements, which are public assets of the District. In the event the District Improvements are damaged as a result of a tropical storm, hurricane or other casualty event, it shall be the District's obligation, at the District's cost and expense, for post-tropical storm, hurricane or other casualty event clean-up of the District Improvements and for the repair or replacement of the District Improvements in a manner, and to the extent, deemed appropriate by the District. The District may, in its discretion, engage the Association by separate written agreement as a vendor or service provider subsequent to any a tropical storm, hurricane or other casualty event for the clean-up of the District Improvements or the repair/replacement of District Improvements.

5. **Representative.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have the authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Association's services. The District initially designates the District's Manager or his/her authorized designee to act as the District's representative. The Association agrees to meet with the District's representative, as designated by the District Manager, as is reasonably necessary to evaluate the District Improvements and discuss conditions, schedules, and items of concern regarding this Agreement.

6. **Annual Budget Updates.** Annually, the Association shall submit in writing to the District the Association's proposed operating budget (or portions thereof) in sufficient detail to illustrate the Association's estimated expenditures for the operation, maintenance and repair of the District Improvements for the next fiscal year of the Association pursuant to this Agreement. The District shall respond in writing within sixty (60) days to the Association that it has reviewed the budget (or applicable portion thereof) and that either (i) the District has no objection to the proposed budget or (ii) the District recommends specific, reasonable changes to the proposed budget, which the Association shall review and either agree to incorporate into the budget or propose its own reasonable changes. The budget must be reasonable and mutually satisfactory to both parties. In the event that an agreed budget is not established prior to December 31, the Association shall use the prior year's budget until an agreement between the parties is reached.

7. **Modifications to the District Improvements.** The Association shall have the right to modify or enhance the District Improvements consistent with the terms of this Agreement; provided, however, that the Association may not make any material modification to the District Improvements (including, without limitation, removal or replacement) without the prior written consent of the District, which consent may be withheld in the District's sole and exclusive discretion. No modifications or enhancements shall be inconsistent with state or federal laws and regulations, including requirements of public access. For clarity, any modifications or enhancements to District Improvements shall become property of the District.

8. **Inspections by the Association.** The Association shall perform regular on-site inspections of the District Improvements to determine their condition, confirm proper operation and perform the maintenance and repair of such District Improvements as outlined in this Agreement. Based upon such inspections, the Association shall perform such additional maintenance and repair of the District Improvements as necessary consistent with the obligations set forth under Section 3. The Association shall make a representative available to provide reporting on the District Improvements at a regular meeting of the Board of Supervisors upon request of the District Manager.

9. **Term.** The initial term of this Agreement will commence as of , 2026 ("**Commencement Date**") and will run through September 30, 2027 ("**Initial Term**"), unless terminated prior to that time by either party pursuant to a provision of this Agreement. After the Initial Term, this Agreement will automatically renew for additional one (1) year periods (October 1st through September 30th of the next year) (each, a "**Renewal Term**") unless

terminated by either party as provided for herein. The District may terminate this Agreement for any or no reason upon ninety (90) days' written notice to the Association. The Association may terminate this Agreement September 30th of a calendar year provided the Association provides the District written notice of termination no later than March 31st of that year. If written notice of termination is provided by the Association after March 31st, then the effective date of termination will be September 30th of the following calendar year.

10. **Independent Contractor.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

11. **Liens and Claims.** The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

12. **Insurance.** The Association shall procure, at the Association's expense, and maintain at all times during the term of this Agreement, comprehensive general liability insurance, worker's compensation insurance, automobile liability insurance, and such other coverage as may be necessary or desirable to carry out its duties under this Agreement regarding the District Improvements in the Improvement Area. The Association shall carry the following minimum levels of insurance:

a. Commercial general liability including contractual liability insurance coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence, and \$2,000,000 general aggregate.

b. Worker's compensation insurance coverage insurance shall be in full compliance with Florida statutory requirements.

c. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, and its officers and supervisors, shall be named as an additional insured on all policies required (excluding worker's compensation). The general liability policy shall provide the District with thirty (30) days' prior written notice of non-renewal or ten (10) days prior written

notice for nonpayment of premium. An acceptable certificate of insurance will be provided to the District annually evidencing compliance with the foregoing insurance requirements. Insurance coverage shall be from one or more reputable insurance carriers that are licensed to conduct business in the State of Florida, which carriers shall be reasonably acceptable to the District.

The Association further agrees to require by written contract any contractor or subcontractors hired or engaged by the Association to perform all or part of the Associations' services hereunder to procure and maintain, until the completion of the contractor's or subcontractor's work, insurance of the types and to the limits specified in this Section unless such insurance requirements for the contractor or subcontractor are expressly modified or waived in writing by the District.

13. **Indemnification.** Except to the extent of negligence or intentional misconduct of the District, the Association agrees to indemnify, defend and hold harmless the District and its Board members, officers, agents, staff and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives, contractors, or subcontractors relating to the obligations assumed by the Association hereunder. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, fines, penalties, attorneys' fees, and paralegal fees (incurred in court, out of court, mediation, on appeal, or in bankruptcy proceedings) as ordered.

14. **Payment/Funding and Tax Benefits.** The District shall pay Association the sum of Ten Dollars (\$10.00) per year for the provision of operation, maintenance and repair services pursuant to the terms of this Agreement. The Association shall not be entitled, for any reason, to reimbursement or refund from the District of any funds expended in the performance of the Association's obligations and responsibilities under this Agreement. To the extent of the Association's funding obligations under this Agreement, the Association shall be responsible for staffing, budgeting, financing, billing and collection of fees, service charges, etc., necessary to perform the operation and maintenance responsibilities set forth in this Agreement. The Association shall assess and collect from the membership of the Association for the operation, maintenance and repair costs it is providing hereunder. The Association shall maintain any records for the District Improvements from its other Association records and have them available for inspection by the District upon request. At the termination of this Agreement for any reason, the Association shall, within thirty (30) days following the termination date, remit and deliver to the District copies of all records and documents relating to and associated with the performance of the Association under this Agreement. The Association agrees that it is not entitled to and will not take any position inconsistent with being a service provider with respect to the District Improvements. The Association agrees not to take any depreciation or amortization, investment tax credit or deduction for any payment as rent with respect to the District Improvements.

15. **Amendments.** This Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto.

16. **Assignment.** This Agreement may not be assigned by the Association or the District without the prior written specific consent of the other party, which consent may be withheld in that party's sole and absolute discretion; provided, however, that the Association may contract with third party contractors to perform the work under this Agreement without the consent of the District.

17. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other parties pursuant to this Agreement will be effective and valid only if in writing, signed by the party giving notice and either (i) delivered personally to the other parties; (ii) sent by commercial courier or delivery service; (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, will be considered received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will not be regarded as business days. Counsel may deliver notice on behalf of the party represented. Initial addresses for the Parties include:

If to District:

Tern Bay Community Development District
Attn: James P. Ward, District Manager
JP Ward & Associates, LLC
2301 Northeast 37th Street
Ft. Lauderdale, FL 33308
JimWard@JPWardAssociates.com

With a copy to:

Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
gurbancic@cyklawfirm.com

If to Association:

Heritage Landing Master Association, Inc.
c/o ICON Management Services, Inc.
5540 State Road 64 East, Suite 220
Bradenton, FL 34208
Email: _____

The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

18. **Governing Law.** This Agreement is made and shall be governed and construed by the laws of the State of Florida. Any litigation arising out of this Agreement shall be in the State court of appropriate jurisdiction in Charlotte County, Florida.

19. **Prevailing Party.** In any action or proceeding arising between the parties relating to the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.

20. **Public Records Law.** In connection with its services to the District, the Association agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Association taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

- a. The Association shall keep and maintain public records required by the District to perform the services hereunder.
- b. Upon a request for public records received by the District, the Association shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.
- c. The Association shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Association does not transfer the records to the District.
- d. Upon completion of this Agreement, the Association shall transfer, at no cost, to the District all public records in possession of the Association or keep and maintain public records required by the District to perform the service. If the Association transfers all public records to the District upon completion of this Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of this Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically by the Association must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Failure of the Association to comply with Section 119.0701, Florida Statutes may subject the Association to penalties under Section 119.10, Florida Statutes. Further, in the event the Association fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JP WARD & ASSOCIATES, INC. C/O JAMES P. WARD: (954) 658-4900; EMAIL: JIMWARD@JPWARDASSOCIATES.COM AND MAILING ADDRESS: 2301 NORTHEAST 37TH STREET, FT. LAUDERDALE, FL 33308.

21. **E-Verify.** The Association shall comply with all applicable requirements of Section 448.095, Florida Statutes. Association shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Association enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide the Association with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Association shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this Section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If the Association has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then the Association shall terminate the contract with such person or entity. Further, if the District has a good faith belief that a subcontractor of the Association knowingly violated Section 448.095, Florida Statutes, but the Association otherwise complied with its obligations hereunder, the District shall promptly notify the Association and upon said notification, the Association shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, the District may immediately terminate this Agreement for cause if there is a good faith belief that the Association knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by the District.

By entering into this Agreement, the Association represents that no public employer has terminated a contract with the Association under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. The District has materially relied on this representation in entering into this Agreement with the Association.

22. **Anti-Human Trafficking Affidavit.** In accordance with the requirements of Section 787.06(13), Florida Statutes, the affidavit attached hereto as **Exhibit "B"** shall be completed by the Association at the time of execution of this Agreement and any renewal hereof.

23. **Counterparts.** This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

24. **Electronic Signatures.** An electronic signature will be considered an original signature on this Agreement and any related documents or subparts and will have the same force and effect as a written signature unless prohibited by Florida law. Electronic signatures include, but are not limited to, facsimiles, electronic signatures, portable document format (PDF), and any other electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a party with the intent to sign the Agreement or any other document related to this Agreement.

25. **Sovereign Immunity.** The Association agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and/or other applicable law, 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.

26. **Severability.** In the event any provision of this Agreement is deemed to be unenforceable under applicable law, the remainder of this Agreement shall continue to be enforceable and said provision shall be automatically modified and/or limited so that it is enforceable.

27. **Authorization.** Both parties have the requisite approvals and authority to execute and bind the parties.

{Remainder of page intentionally left blank. Signatures appear on next page.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

DISTRICT:

**TERN BAY COMMUNITY
DEVELOPMENT DISTRICT,**
a community development district

ATTEST:

James P. Ward, Secretary

By: _____
Tara Brady, Chairperson

Date: _____

ASSOCIATION:

**HERITAGE LANDING MASTER
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: _____
Print Name:

Title: _____

Date: _____

EXHIBIT "A"
District Improvements

EXHIBIT "B"

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of **Heritage Landing Master Association, Inc.** (the "Association"), hereby attests under penalty of perjury that, the Association, to the best of my knowledge and reasonable belief, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

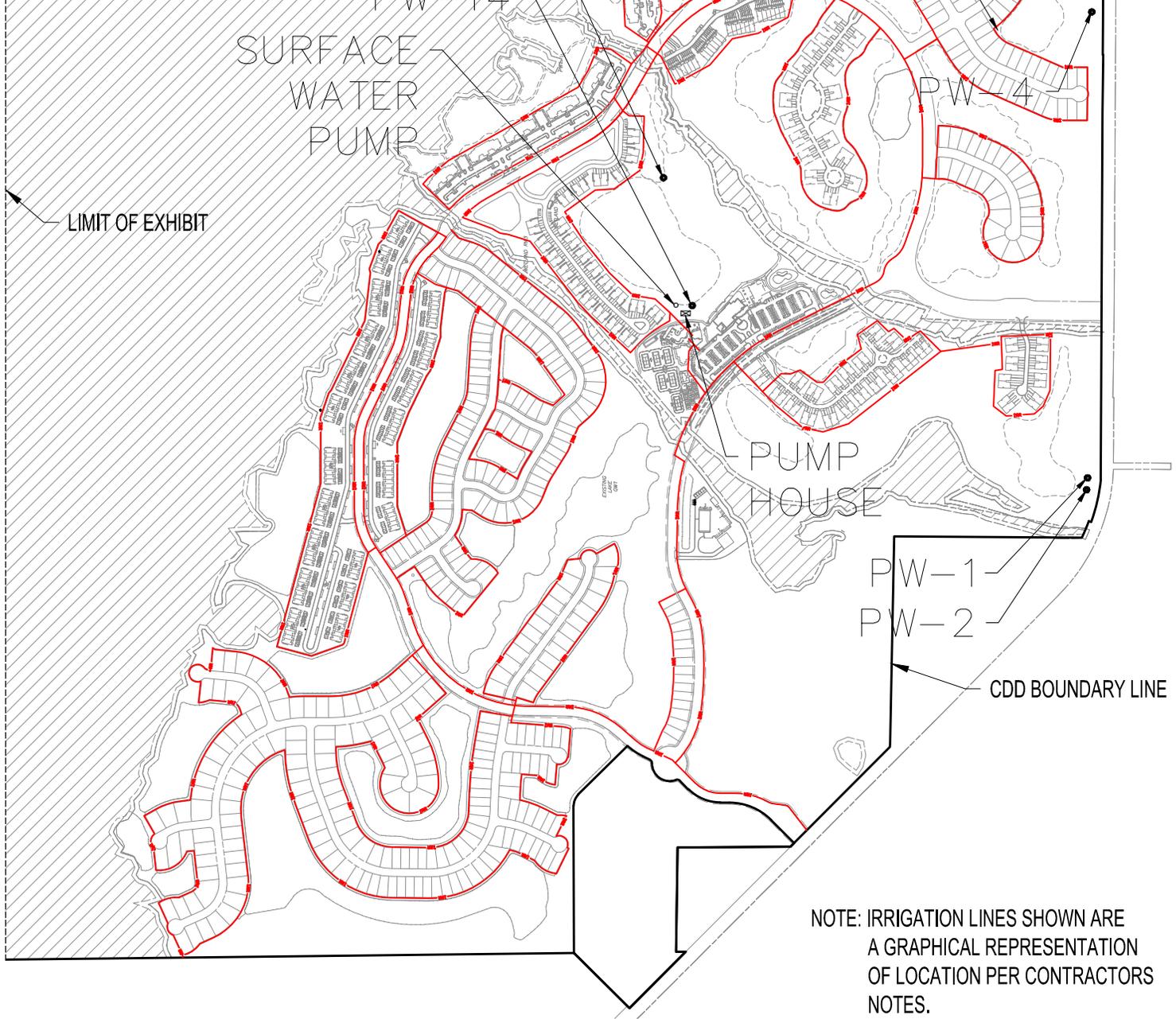
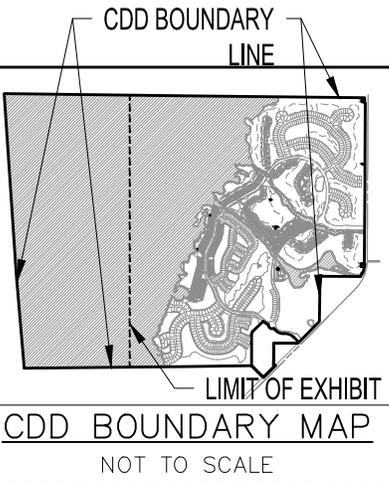
The undersigned is authorized to execute this affidavit on behalf of the Association.

Signature
Printed Name: _____
Title: _____
Association: _____
Date: _____

SWORN TO AND SUBSCRIBED before me by means of [___] physical presence or [___] online notarization, this _____ day of _____, 2026, by _____, as _____ of Heritage Landing Master Association, Inc., a Florida not-for-profit corporation, who is [___] personally known to me or who produced [___] _____ as identification.

Notary Public

(Notary Seal)



NOTE: IRRIGATION LINES SHOWN ARE A GRAPHICAL REPRESENTATION OF LOCATION PER CONTRACTORS NOTES.

EXHIBIT 4A



CDD IRRIGATION MAINTAINED FACILITIES
TERN BAY CDD
 CHARLOTTE COUNTY, FLORIDA

COMPLETION DATE:	PROJECT:	DRAFTED BY:	DESIGNED BY:	REVIEWED BY:	SHEET:
8-19-25	2292CDD	TBV	TRR	TRR	4A

S:\Jobs\22xx\2292\Documents\CDD Documents\CDD Current_Ownership\2292\CDD EX-04A IRRIGATION FACILITIES.dwg, 8/19/2025 10:32:39 AM, TODD VANA, ATWELL, LLC



CHARLOTTE COUNTY SUPERVISOR OF ELECTIONS

226 Taylor St, Unit 120 • Punta Gorda, FL 33950 • 941.833.5400

Special District candidates must file their qualifying paperwork with the **Charlotte County Supervisor of Elections office** any time between **Noon on Monday, June 8, 2026, and Noon on Friday, June 12, 2026**. All qualifying fees and paperwork must be completed and received by the Supervisor of Elections office before the end of qualifying period, **Noon on Friday, June 12, 2026**, at the following address:

**Charlotte County Supervisor of Elections
226 Taylor St., Unit 120
Punta Gorda, FL 33950**

The Supervisor of Elections office may accept and hold pre-qualifying papers submitted on **Tuesday, May 26, 2026** to be processed and filed during the qualifying period.

As part of the qualifying process, candidates are also required to file a financial disclosure form with the Florida Commission on Ethics through the [Electronic Financial Disclosure Management System \(EFDMS\)](#) and click on the **I am a Candidate** box.

These forms must be completed and received by the Supervisor of Elections office no later than **noon on Friday - June 12, 2026**.

ENGLEWOOD ANNEX

MAC V. HORTON WEST COUNTY ANNEX

6868 SAN CASA DRIVE, ENGLEWOOD, FL 34224

PHONE: 941-833-5400

HOURS: MON - FRI, 8 AM - 5 PM



MAIN OFFICE

CHARLOTTE COUNTY SUPERVISOR OF ELECTIONS

226 TAYLOR ST. PUNTA GORDA, FL 33950

PHONE: 941-833-5400

HOURS: MON - FRI, 8 AM - 5 PM



MURDOCK ANNEX

CHARLOTTE COUNTY ADMINISTRATIVE BUILDING

18500 MURDOCK CIRCLE, PORT CHARLOTTE, FL 33948

PHONE: 941-833-5400

HOURS: MON - FRI, 8 AM - 5 PM



Tern Bay

Community Development District

*Financial Statements
As of February 28, 2026*

JPWard and Associates, LLC
2301 N.E. 37th Street
Fort Lauderdale, Florida 33308
Phone: (954) 658-4900

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Tern Bay Community Development District

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**Tern Bay Community Development District
Balance Sheet
As of February 28, 2026**

Description	Governmental Funds				Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Funds		Capital Project Fund	General Long Term Debt	General Fixed Assets	
		Series 2005	Series 2022	Series 2022			
Assets							
Cash and Investments							
General Fund							
Truist - Checking Account	\$ 272,238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 272,238
FMIT - Investment Account	818,038	-	-	-	-	-	818,038
Debt Service Fund							
Reserve Account A	-	50,000	886,013	-	-	-	936,013
Revenue	-	149,393	1,840,552	-	-	-	1,989,945
Prepayment Account	-	1,919	-	-	-	-	1,919
Capital Project Fund							
Construction Account	-	-	-	2,776,889	-	-	2,776,889
Prepaid Expenditures	-	-	-	99,750	-	-	99,750
Due from Other Funds							
General Fund	-	-	-	-	-	-	-
Debt Service Fund	-	-	-	-	-	-	-
Capital Project Fund	99,750	-	-	-	-	-	99,750
Amount Available in Debt Service Funds	-	-	-	-	2,927,876	-	2,927,876
Amount to be Provided by Debt Service Funds	-	-	-	-	27,242,124	-	27,242,124
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	26,516,908	26,516,908
Total Assets	\$ 1,190,027	\$ 201,312	\$ 2,726,564	\$ 2,876,639	\$ 30,170,000	\$ 26,516,908	\$ 63,681,450

**Tern Bay Community Development District
Balance Sheet
As of February 28, 2026**

Description	Governmental Funds						Account Groups		Totals (Memorandum Only)	
	General Fund		Debt Service Funds		Capital Project Fund	General Long	General Fixed			
			Series 2005	Series 2022	Series 2022	Term Debt	Assets			
Liabilities										
Accounts Payable	\$	-	\$	-	\$	-	\$	-	\$	-
Due to Other Funds										
General Fund		-		-		99,750		-		99,750
Debt Service Fund		-		-		-		-		-
Bonds Payable										
Current Portion (Due within 12 months)										
Series 2005A		-		-		-		55,000		55,000
Series 2022		-		-		-		640,000		640,000
Long Term										
Series 2005A		-		-		-		800,000		800,000
Series 2022		-		-		-		28,675,000		28,675,000
Total Liabilities	\$	-	\$	-	\$	99,750	\$	30,170,000	\$	-
Fund Equity and Other Credits										
Investment in General Fixed Assets		-		-		-		26,516,908		26,516,908
Fund Balance										
Restricted										
Beginning: October 1, 2025 (Unaudited)		-		126,610		1,593,549		4,422,150		-
Results from Current Operations		-		74,702		1,133,015		(1,645,261)		-
Unrestricted										
Beginning: October 1, 2025 (Unaudited)		945,673		-		-		-		-
Results from Current Operations		244,353		-		-		-		-
Total Fund Equity and Other Credits	\$	1,190,027	\$	201,312	\$	2,726,564	\$	2,776,889	\$	-
Total Liabilities, Fund Equity and Other Credits	\$	1,190,027	\$	201,312	\$	2,726,564	\$	2,876,639	\$	30,170,000
								\$	\$	26,516,908
									\$	63,681,450

Tern Bay Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
As of February 28, 2026

Description	February 2026	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward - Reserve Distributions	\$ -	\$ -	\$ 678,899	0%
Interest				
Interest - FMIT	3,881	11,460	30,000	38%
Special Assessment Revenue				
Special Assessments - On-Roll	29,673	1,085,537	1,249,598	87%
Other Fees and Charges				
Discounts and Tax Collector Fees	-	-	(87,472)	0%
Total Revenue and Other Sources:	\$ 33,554	\$ 1,096,997	\$ 1,871,024	59%
Expenditures and Other Uses				
Legislative				
Board of Supervisor's - Fees	1,000	5,000	12,000	42%
Executive				
Professional Management	4,167	20,833	50,000	42%
Financial and Administrative				
Audit Services	-	4,400	6,600	67%
Accounting Services	2,275	11,375	27,300	42%
Assessment Roll Services	2,275	11,375	27,300	42%
Arbitrage Rebate Services	-	500	1,000	50%
Other Contractual Services				
Legal Advertising	565	1,323	1,500	88%
Property Appraiser & Tax Collector Fees	-	66	50	133%
Trustee Services	-	-	8,009	0%
Dissemination Agent Services	-	1,750	6,000	29%
Bond Amortization Schedules	-	-	500	0%
Bank Services	-	-	250	0%
Communications & Freight Services				
Postage, Freight & Messenger	-	-	900	0%
Web Site Development	1,200	1,200	2,400	50%
Insurance				
	-	35,666	40,242	89%
Meeting Room Rental				
	-	-	250	0%
Printing & Binding				
	397	397	300	132%
Subscription & Memberships				
	-	175	175	100%
Legal Services				
Legal - General Counsel	1,721	11,147	6,500	171%
Legal - Series 2022 Bonds	-	732	-	0%
Other General Government Services				
Engineering Services - General Fund	1,160	4,976	15,000	33%
Canoe Path Improv (Permit Analysis)	-	-	2,500	0%

**Tern Bay Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
As of February 28, 2026**

Description	February 2026	Year to Date	Total Annual Budget	% of Budget
Other Public Safety				
Guardhouse Operations				
Professional - Gate Attendant	21,238	96,178	228,271	42%
Professional - Resident Liaison	5,547	9,671	48,177	20%
Resident Access Control System	2,653	17,046	31,541	54%
Contingencies	-	6,429	-	0%
Guardhouse Utilities				
Electric	410	871	2,400	36%
Water & Wastewater	-	-	1,200	0%
Internet, IP & Data	649	2,404	2,700	89%
Repairs & Maintenance				
Guardhouse Janitorial	615	2,261	3,340	68%
Gate	1,328	4,876	9,000	54%
Miscellaneous Repairs	-	9,157	15,000	61%
Capital Outlay				
Guardhouse/Security	7,914	134,968	80,000	169%
Stormwater Management System				
Lake, Lake Bank, Ltrl Shelf Maintenance				
Professional Services				
Asset Management	1,362	8,457	20,000	42%
Repairs & Maintenance				
Aquatic Weed Control	9,325	45,675	72,000	63%
Lake Vegetation Removal	-	23,550	22,000	107%
Littoral Shelf Maintenance	-	-	15,000	0%
Aerations System	-	-	500	0%
Ctrl Structures, Catch Basins, Outfalls	-	-	40,000	0%
Contingencies	-	6,406	-	0%
Preserve Area Maintenance				
Professional Services				
Operations Management	158	1,514	20,000	8%
Repairs & Maintenance				
Wetland Maintenance	2,400	12,000	28,800	42%
Preserve Path Maintenance	675	3,375	15,000	23%
Installation - No Trespassing Signs	-	-	5,000	0%
Wild Hog Removal	-	6,147	34,000	18%
Cane Toad Removal	2,505	14,010	38,000	37%
Capital Outlay				
Littoral Shelf Planting	-	44,738	44,000	102%

Tern Bay Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
As of February 28, 2026

Description	February 2026	Year to Date	Total Annual Budget	% of Budget
Road & Street Facilities				
Professional Management				
Asset Management	4,763	26,037	30,000	87%
Street Lights				
Electric Service				
Electric Service	8,925	43,443	106,000	41%
Repairs & Maintenance				
Sidewalk & Pavement Repairs	-	1,500	25,000	6%
Bridge	-	-	12,000	0%
Striping & Pavement Marking	-	3,995	15,000	27%
Street Lights/Directional Signs	210	2,793	15,000	19%
Street Sweeping	-	5,700	35,000	16%
Pressure Washing - Streets	-	-	33,000	0%
Miscellaneous Repairs	-	13,532	10,000	135%
Landscaping Services				
Professional Management				
Asset Management	4,211	17,449	25,000	70%
Repairs & Maintenance				
Common Area Maintenance	26,868	89,769	320,819	28%
Tree Trimming	-	-	70,000	0%
Landscape Replacements	1,845	18,375	25,000	74%
Mulch Installation	-	28,840	50,000	58%
Annuals	300	7,387	35,000	21%
Landscape Lighting	4,279	9,028	25,000	36%
Annual Holiday Decorations	1,750	19,398	14,500	134%
Irrigation System				
Pumps & Wells & Line Distribution System				
Routine Maintenance	-	-	10,000	0%
Well Testing/Meter Reading	875	4,750	20,000	24%
Line Distribution System				
Routine Maintenance	-	-	10,000	0%
Reserves				
Extraordinary Capital/Operations	-	-	-	0%
Total Expenditures and Other Uses:	\$ 125,562	\$ 852,644	\$ 1,871,024	46%
Net Increase/ (Decrease) in Fund Balance	(92,009)	244,353	0	
Fund Balance - Beginning	1,282,035	945,673	945,673	
Fund - Additions/Expenditures	-	-	(678,899)	
Fund Balance - Ending	\$ 1,190,027	\$ 1,190,027	\$ 266,775	

**Tern Bay Community Development District
Debt Service Fund - Series 2005 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
As of February 28, 2026**

Description	February 2026	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Interest Income				
Reserve Account	149	791	-	0%
Prepayment Account	6	30	-	0%
Revenue Account	397	1,329	6,532	20%
Special Assessment Revenue				
Special Assessments - On-Roll	2,611	95,530	109,006	88%
Other Fees and Charges				
Discounts and Other Fees	-	-	(7,131)	0%
Total Revenue and Other Sources:	\$ 3,163	\$ 97,680	\$ 108,407	90%
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2005 Bonds	-	-	55,000	0%
Interest Expense				
Series 2005A Bonds	-	22,978	46,494	49%
Total Expenditures and Other Uses:	\$ -	\$ 22,978	\$ 101,494	23%
Net Increase/ (Decrease) in Fund Balance	3,163	74,702	6,913	
Fund Balance - Beginning	198,149	126,610	126,610	
Fund Balance - Ending	\$ 201,312	\$ 201,312	\$ 133,523	

Tern Bay Community Development District
Debt Service Fund - Series 2022 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
As of February 28, 2026

Description	February 2026	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Interest Income				
Reserve Account	2,632	14,040	-	0%
Revenue Account	4,717	14,974	81,466	18%
Special Assessment Revenue				
Special Assessments - On-Roll	46,132	1,687,688	1,930,204	87%
Other Fees and Charges				
Discounts and Other Fees	-	-	(124,042)	0%
Operating Transfers In (From Other Funds)	-	-	-	0%
Total Revenue and Other Sources:	\$ 53,480	1,716,702	\$ 1,887,628	91%
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2022 Bonds	-	-	640,000	0%
Interest Expense				
Series 2022 Bonds	-	569,648	1,139,295	50%
Operating Transfers Out (To Other Funds)	2,632	14,040	-	0%
Total Expenditures and Other Uses:	\$ 2,632	\$583,687	\$ 1,779,295	33%
Net Increase/ (Decrease) in Fund Balance	50,849	1,133,015	108,333	
Fund Balance - Beginning	2,675,715	1,593,549	1,593,549	
Fund Balance - Ending	\$ 2,726,564	\$ 2,726,564	\$ 1,701,882	

Tern Bay Community Development District
Capital Projects Fund - Series 2022
Statement of Revenues, Expenditures and Changes in Fund Balance
As of February 28, 2026

Description	February 2026	Year to Date	Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	-	\$ -	\$ -	0%
Interest Income				
Construction Account	8,211	51,617	-	0%
Operating Transfers In (From Other Funds)	2,632	14,040	-	0%
Total Revenue and Other Sources:	\$ 10,843	\$ 65,657	\$ -	0%
Expenditures and Other Uses				
Capital Outlay				
Water-Sewer Combination	-	424,032	-	0%
Stormwater Management	-	122,966	-	0%
Roadway Improvement	-	1,163,920	-	0%
Operating Transfers Out (To Other Funds)	-	-	-	0%
Total Expenditures and Other Uses:	\$ -	\$ 1,710,918	\$ -	0%
Net Increase/ (Decrease) in Fund Balance	10,843	(1,645,261)	-	-
Fund Balance - Beginning	2,766,047	4,422,150	-	-
Fund Balance - Ending	\$ 2,776,889	\$ 2,776,889	\$ -	-

Tern Bay

Community Development District

*Financial Statements
As of March 31, 2026*

JPWard and Associates, LLC
2301 N.E. 37th Street
Fort Lauderdale, Florida 33308
Phone: (954) 658-4900

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**Tern Bay Community Development District
Balance Sheet
As of March 31, 2026**

Description	Governmental Funds				Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Funds		Capital Project Fund	General Long Term Debt	General Fixed Assets	
		Series 2005	Series 2022	Series 2022			
Assets							
Cash and Investments							
General Fund							
Truist - Checking Account	\$ 78,857	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,857
FMIT - Investment Account	818,333	-	-	-	-	-	818,333
Debt Service Fund							
Reserve Account A	-	50,000	886,013	-	-	-	936,013
Revenue	-	152,174	1,885,081	-	-	-	2,037,255
Prepayment Account	-	1,919	-	-	-	-	1,919
Capital Project Fund							
Construction Account	-	-	-	2,786,712	-	-	2,786,712
Prepaid Expenditures	-	-	-	99,750	-	-	99,750
Due from Other Funds							
General Fund	-	-	-	-	-	-	-
Debt Service Fund	-	-	-	-	-	-	-
Capital Project Fund	99,750	-	-	-	-	-	99,750
Amount Available in Debt Service Funds	-	-	-	-	2,975,186	-	2,975,186
Amount to be Provided by Debt Service Funds	-	-	-	-	27,194,814	-	27,194,814
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	26,516,908	26,516,908
Total Assets	\$ 996,940	\$ 204,093	\$ 2,771,093	\$ 2,886,462	\$ 30,170,000	\$ 26,516,908	\$ 63,545,496

**Tern Bay Community Development District
Balance Sheet
As of March 31, 2026**

Description	Governmental Funds				Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Funds		Capital Project Fund	General Long Term Debt	General Fixed Assets	
		Series 2005	Series 2022	Series 2022			
Liabilities							
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds							
General Fund	-	-	-	99,750	-	-	99,750
Debt Service Fund	-	-	-	-	-	-	-
Bonds Payable							
Current Portion (Due within 12 months)							
Series 2005A	-	-	-	-	55,000	-	55,000
Series 2022	-	-	-	-	640,000	-	640,000
Long Term							
Series 2005A	-	-	-	-	800,000	-	800,000
Series 2022	-	-	-	-	28,675,000	-	28,675,000
Total Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 99,750</u>	<u>\$ 30,170,000</u>	<u>\$ -</u>	<u>\$ 30,269,750</u>
Fund Equity and Other Credits							
Investment in General Fixed Assets	-	-	-	-	-	26,516,908	26,516,908
Fund Balance							
Restricted							
Beginning: October 1, 2025 (Unaudited)	-	126,610	1,593,549	4,422,150	-	-	6,142,310
Results from Current Operations	-	77,483	1,177,544	(1,635,438)	-	-	(380,412)
Unrestricted							
Beginning: October 1, 2025 (Unaudited)	945,673	-	-	-	-	-	945,673
Results from Current Operations	51,267	-	-	-	-	-	51,267
Total Fund Equity and Other Credits	<u>\$ 996,940</u>	<u>\$ 204,093</u>	<u>\$ 2,771,093</u>	<u>\$ 2,786,712</u>	<u>\$ -</u>	<u>\$ 26,516,908</u>	<u>\$ 33,275,746</u>
Total Liabilities, Fund Equity and Other Credits	<u>\$ 996,940</u>	<u>\$ 204,093</u>	<u>\$ 2,771,093</u>	<u>\$ 2,886,462</u>	<u>\$ 30,170,000</u>	<u>\$ 26,516,908</u>	<u>\$ 63,545,496</u>

Tern Bay Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
As of March 31, 2026

Description	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward - Reserve Distributions	\$ -	\$ -	\$ 678,899	0%
Interest				
Interest - FMIT	295	11,755	30,000	39%
Special Assessment Revenue				
Special Assessments - On-Roll	25,515	1,111,052	1,249,598	89%
Misc. Revenue				
Gate Damange - Resident Reimbursement	1,841	1,841	-	0%
Other Fees and Charges				
Discounts and Tax Collector Fees	-	-	(87,472)	0%
Total Revenue and Other Sources:	\$ 27,651	\$ 1,124,648	\$ 1,871,024	60%
Expenditures and Other Uses				
Legislative				
Board of Supervisor's - Fees	2,000	7,000	12,000	58%
Executive				
Professional Management	4,167	25,000	50,000	50%
Financial and Administrative				
Audit Services	-	4,400	6,600	67%
Accounting Services	2,275	13,650	27,300	50%
Assessment Roll Services	2,275	13,650	27,300	50%
Arbitrage Rebate Services	-	500	1,000	50%
Other Contractual Services				
Legal Advertising	109	1,431	1,500	95%
Property Appraiser & Tax Collector Fees	-	66	50	133%
Trustee Services	4,246	4,246	8,009	53%
Dissemination Agent Services	-	1,750	6,000	29%
Bond Amortization Schedules	-	-	500	0%
Bank Services	-	-	250	0%
Communications & Freight Services				
Postage, Freight & Messenger	-	-	900	0%
Web Site Development	-	1,200	2,400	50%
Insurance				
	-	35,666	40,242	89%
Meeting Room Rental				
	-	-	250	0%
Printing & Binding				
	1,852	2,249	300	750%
Subscription & Memberships				
	-	175	175	100%
Legal Services				
Legal - General Counsel	5,139	16,285	6,500	251%
Legal - Series 2022 Bonds	-	732	-	0%
Other General Government Services				
Engineering Services - General Fund	5,860	10,836	15,000	72%
Canoe Path Improv (Permit Analysis)	-	-	2,500	0%

Tern Bay Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
As of March 31, 2026

Description	March	Year to Date	Total Annual Budget	% of Budget
Other Public Safety				
Guardhouse Operations				
Professional - Gate Attendant	16,839	113,017	228,271	50%
Professional - Resident Liaison	4,716	14,387	48,177	30%
Resident Access Control System	2,653	19,699	31,541	62%
Contingencies	-	6,429	-	0%
Guardhouse Utilities				
Electric	306	1,177	2,400	49%
Water & Wastewater	-	-	1,200	0%
Internet, IP & Data	635	3,038	2,700	113%
Repairs & Maintenance				
Guardhouse Janitorial	420	2,681	3,340	80%
Gate	17,390	22,266	9,000	247%
Gate Damage - Resident Reimbursed	1,841	1,841	-	0%
Miscellaneous Repairs	-	9,157	15,000	61%
Capital Outlay				
Guardhouse/Security	-	134,968	80,000	169%
Stormwater Management System				
Lake, Lake Bank, Littoral Shelf Maintenance				
Professional Services				
Asset Management	1,362	9,819	20,000	49%
Repairs & Maintenance				
Aquatic Weed Control	9,325	55,000	72,000	76%
Lake Vegetation Removal	-	23,550	22,000	107%
Littoral Shelf Maintenance	-	-	15,000	0%
Aerations System	-	-	500	0%
Ctrl Structures, Catch Basins, Outfalls	-	-	40,000	0%
Contingencies	-	6,406	-	0%
Preserve Area Maintenance				
Professional Services				
Asset Management	158	1,671	20,000	8%
Repairs & Maintenance				
Wetland Maintenance	2,400	14,400	28,800	50%
Preserve Path Maintenance	675	4,050	15,000	27%
Installation - No Trespassing Signs	-	-	5,000	0%
Wild Hog Removal	-	6,147	34,000	18%
Cane Toad Removal	3,030	17,040	38,000	45%
Capital Outlay				
Littoral Shelf Planting	-	44,738	44,000	102%

Tern Bay Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
As of March 31, 2026

Description	March	Year to Date	Total Annual Budget	% of Budget
Road & Street Facilities				
Professional Management				
Asset Management	5,313	31,350	30,000	104%
Street Lights				
Electric Service				
Electric Service	8,909	52,352	106,000	49%
Repairs & Maintenance				
Sidewalk & Pavement Repairs	8,957	10,457	25,000	42%
Bridge	-	-	12,000	0%
Striping & Pavement Marking	-	3,995	15,000	27%
Street Lights/Directional Signs	558	3,351	15,000	22%
Street Sweeping	2,850	8,550	35,000	24%
Pressure Washing - Streets	-	-	33,000	0%
Miscellaneous Repairs	4,369	17,901	10,000	179%
Contingencies	1,475	1,475	-	0%
Landscaping Services				
Professional Management				
Asset Management	4,429	21,878	25,000	88%
Repairs & Maintenance				
Common Area Maintenance	78,276	168,045	320,819	52%
Tree Trimming	-	-	70,000	0%
Landscape Replacements	5,833	24,208	25,000	97%
Mulch Installation	-	28,840	50,000	58%
Annuals	4,153	11,540	35,000	33%
Landscape Lighting	4,198	13,226	25,000	53%
Annual Holiday Decorations	-	19,398	14,500	134%
Irrigation System				
Pumps & Wells & Line Distribution System				
Routine Maintenance	-	-	10,000	0%
Well Testing/Meter Reading	1,750	6,500	20,000	33%
Line Distribution System				
Routine Maintenance	-	-	10,000	0%
Reserves				
Extraordinary Capital/Operations	-	-	-	0%
Total Expenditures and Other Uses:	\$ 220,738	\$ 1,073,381	\$ 1,871,024	57%
Net Increase/ (Decrease) in Fund Balance				
	(193,087)	51,267	0	
Fund Balance - Beginning	1,190,027	945,673	945,673	
Fund - Additions/Expenditures	-	-	(678,899)	
Fund Balance - Ending	\$ 996,940	\$ 996,940	\$ 266,775	

Tern Bay Community Development District
Debt Service Fund - Series 2005 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
As of March 31, 2026

Description	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Interest Income				
Reserve Account	134	925	-	0%
Prepayment Account	5	36	-	0%
Revenue Account	396	1,725	6,532	26%
Special Assessment Revenue				
Special Assessments - On-Roll	2,245	97,775	109,006	90%
Other Fees and Charges				
Discounts and Other Fees	-	-	(7,131)	0%
Operating Transfers In (From Other Funds)	139	139	-	0%
Total Revenue and Other Sources:	\$ 2,920	\$ 100,600	\$ 108,407	93%
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2005 Bonds	-	-	55,000	0%
Interest Expense				
Series 2005A Bonds	-	22,978	46,494	49%
Series 2005B Bonds	-	-	-	0%
Trustee Services	-	-		
Operating Transfers Out (To Other Funds)	139	139	-	0%
Total Expenditures and Other Uses:	\$ 139	\$ 23,117	\$ 101,494	23%
Net Increase/ (Decrease) in Fund Balance	2,781	77,483	6,913	
Fund Balance - Beginning	201,312	126,610	126,610	
Fund Balance - Ending	\$ 204,093	\$ 204,093	\$ 133,523	

Tern Bay Community Development District
Debt Service Fund - Series 2022 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
As of March 31, 2026

Description	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Interest Income				
Reserve Account	2,376	16,416	-	0%
Revenue Account	4,861	19,835	81,466	24%
Special Assessment Revenue				
Special Assessments - On-Roll	39,668	1,727,356	1,930,204	89%
Other Fees and Charges				
Discounts and Other Fees	-	-	(124,042)	0%
Operating Transfers In (From Other Funds)	-	-	-	0%
Total Revenue and Other Sources:	\$ 46,905	1,763,607	\$ 1,887,628	93%
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2022 Bonds	-	-	640,000	0%
Interest Expense				
Series 2022 Bonds	-	569,648	1,139,295	50%
Operating Transfers Out (To Other Funds)	2,376	16,416	-	0%
Total Expenditures and Other Uses:	\$ 2,376	\$586,064	\$ 1,779,295	33%
Net Increase/ (Decrease) in Fund Balance	44,529	1,177,544	108,333	
Fund Balance - Beginning	2,726,564	1,593,549	1,593,549	
Fund Balance - Ending	\$ 2,771,093	\$ 2,771,093	\$ 1,701,882	

Tern Bay Community Development District
Capital Projects Fund - Series 2022
Statement of Revenues, Expenditures and Changes in Fund Balance
As of March 31, 2026

Description	March	Year to Date	Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	-	\$ -	\$ -	0%
Interest Income				
Construction Account	7,446	59,063	-	0%
Operating Transfers In (From Other Funds)	2,376	16,416	-	0%
Total Revenue and Other Sources:	\$ 9,822	\$ 75,479	\$ -	0%
Expenditures and Other Uses				
Capital Outlay				
Water-Sewer Combination	-	424,032	-	0%
Stormwater Management	-	122,966	-	0%
Roadway Improvement	-	1,163,920	-	0%
Operating Transfers Out (To Other Funds)	-	-	-	0%
Total Expenditures and Other Uses:	\$ -	\$ 1,710,918	\$ -	0%
Net Increase/ (Decrease) in Fund Balance	9,822	(1,635,438)	-	
Fund Balance - Beginning	2,776,889	4,422,150	-	
Fund Balance - Ending	\$ 2,786,712	\$ 2,786,712	\$ -	

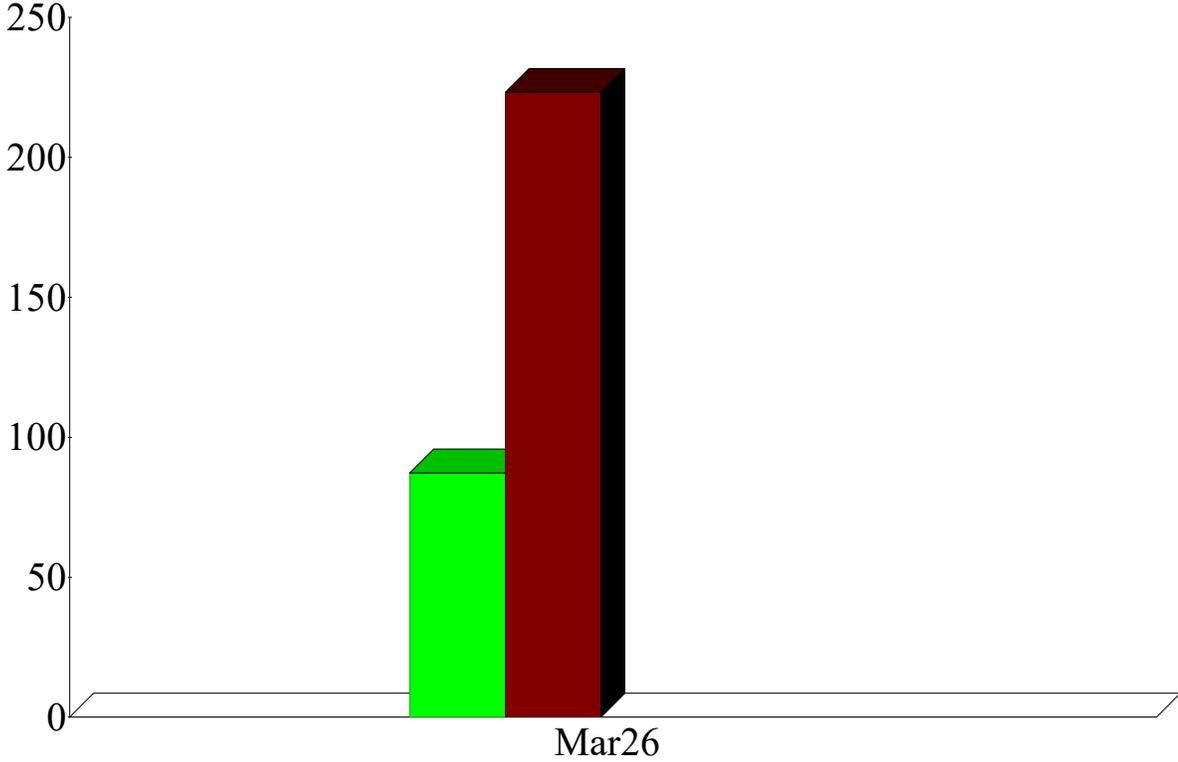
Tern Bay Community Development District

Income and Expense by Month

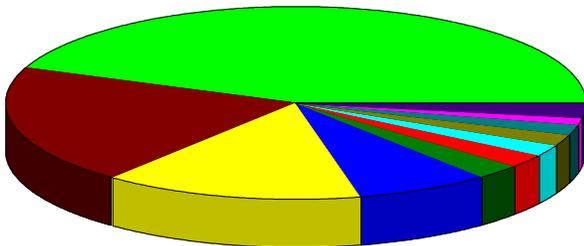
March 2026



\$ in 1,000's



Expense Summary March 2026



5790000 · Landscaping Services	44.18%
5290000 · Other Public Safety	20.07
5410000 · Road & Street Facilities	14.53
5380000 · Stormwater Management	7.59
5190000 · Other General Govt. Services	2.62
5140000 · Legal Services	2.30
5130000 · Financial and Administrative	2.04
5133400 · Other Contractual Services	1.95
5120000 · Executive	1.87
5810000 · Inter-Fund Group Transfers	1.13
Other	1.73
Total	\$223,253.39

By Account