

Tern Bay

Community Development District

Meeting Agenda September 22, 2026

PFM Management Services 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: September 22, 2026

TIME: 10:00 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
wardj@pfm.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://pfmcdd.webex.com/pfmcdd/j.php?MTID=m4d3be0a4bffa887ccf38d87eedec45a8>

✓ Phone: (844) 621-3956 Code: 2534 403 0936; Event Password: Jpward

SEPTEMBER, 2026

M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

AGENDA

1. Call to Order & Roll Call.

2. Notice of Advertisement of Regular meeting.

Page 6

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. Discussion of Florida Power & Light (FPL) Street lights.

Pages 7-12

5. Presentation on EntrancelQ transponders/Amazon deliveries.

Pages 13-20

6. Presentation from Sunnygrove on landscaping suggestions going into 2027

Pages 21-43

7. Minutes:

I. July 22, 2026 - Public Hearings and Regular Meeting.

Pages 44-65

8. Consideration of **Resolution 2026-15**, a Resolution of the Tern Bay Community Development District Authorizing the Adoption of the Statewide Mutual Aid Agreement and Providing for an Effective Date.

Pages 66-82

9. Discussion of requirements for the use of Littorals in the Water Management System (Lake 8, All Lakes in Phase 1).

10. Staff Reports.

I. District Attorney.

II. District Engineer.

a) SWFWMD Phase I Modification Transfer to Operation.

III. District Manager.

a) Renewal of USDA Cooperative Service Agreement.

b) Goals and Objectives Requirements for CDD's for 2026.

c) Commission on Ethics Required Annual Ethics Training Memorandum.

d) Asset Manager's Report - July/August 2026, dated September 1, 2026

e) EntrancelQ Report for July 2026.

AGENDA

f) **Important Meeting Dates for Fiscal Year 2027:**

1. Next Meeting: **Tuesday, October 6, 2026**, Regular meeting.
2. Change/Cancel November 3, 2026 Meeting Date (Conflict with General Election).
- g) Financial Statements for the period ending July 31, 2026 (unaudited).
- h) Financial Statements for the period ending August 31, 2026 (unaudited).

Pages 83-229

11. Supervisors' Requests.

- I. Supervisor Hamilton: Access Control Heritage Landing Report.

Pages 230-239

12. 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.

13. Adjournment.

Meeting Schedule - FY 2027

Tuesday, October 6, 2026

Tuesday, November 3, 2026

Tuesday, December 1, 2026

Tuesday, January 5, 2027

Tuesday, February 2, 2027

Tuesday, March 2, 2027

Tuesday, April 6, 2027

Tuesday, May 4, 2027

Tuesday, June 1, 2027

Tuesday, July 6, 2027

Tuesday, August 3, 2027

Tuesday, September 7, 2027

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: Notice of Advertisement of Regular Meeting.
- 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: Discussion of Florida Power & Light (FPL) Street lights.
- Item 5: Presentation on EntrancelQ transponders/Amazon deliveries.
- Item 6: Presentation from Sunnygrove on landscaping suggestions going into 2027.
- Item 7: Minutes – July 22, 2026 – Public Hearings and Regular Meeting.
- Item 8: **Resolution 2026-15**, a Resolution of the Tern Bay Community Development District Authorizing the Adoption of the Statewide Mutual Aid Agreement and Providing for an Effective Date.
- Item 9: Discussion of requirements for the use of Littorals in the Water Management System (Lake 8, All Lakes in Phase 1).
- Item 10: 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.
- Item 11: Supervisors' Requests:
 - I. Supervisor Hamilton: Access Control Heritage Landing Report.



**PUBLISHER'S AFFIDAVIT OF
PUBLICATION STATE OF FLORIDA COUNTY
OF CHARLOTTE:**

Before the undersigned authority personally appeared Amber Douglas, who on oath says that she is the Legal Advertising Representative of The Daily Sun, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a Legal Notice that was published in said newspaper in the issue(s)

09/06/26

as well as being posted online at www.yoursun.com and www.floridapublicnotices.com.

Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Sworn and subscribed before me this 8th day of
September, 2026

(Signature of Notary Public)



Personally known X OR Produced Identification

**NOTICE OF 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 Regular Meeting of the Board of Supervisors on **Tuesday, September 22, 2026 at 10:00 A.M. at the Heritage Landing Amenity Center, 14571 Heritage Landing Boulevard, Punta Gorda, Florida 33955.**

The meeting is 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, PFM Management Services LLC, 2301 NE 37th Street, Fort Lauderdale, Florida, 33308, at least seven (7) days in advance of the meeting, by phoning (954) 658-4900 or email wardj@pfm.com. In addition, the agenda will be posted on the District's website at www.ternbaycdd.org.

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

In accordance with the provisions 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.

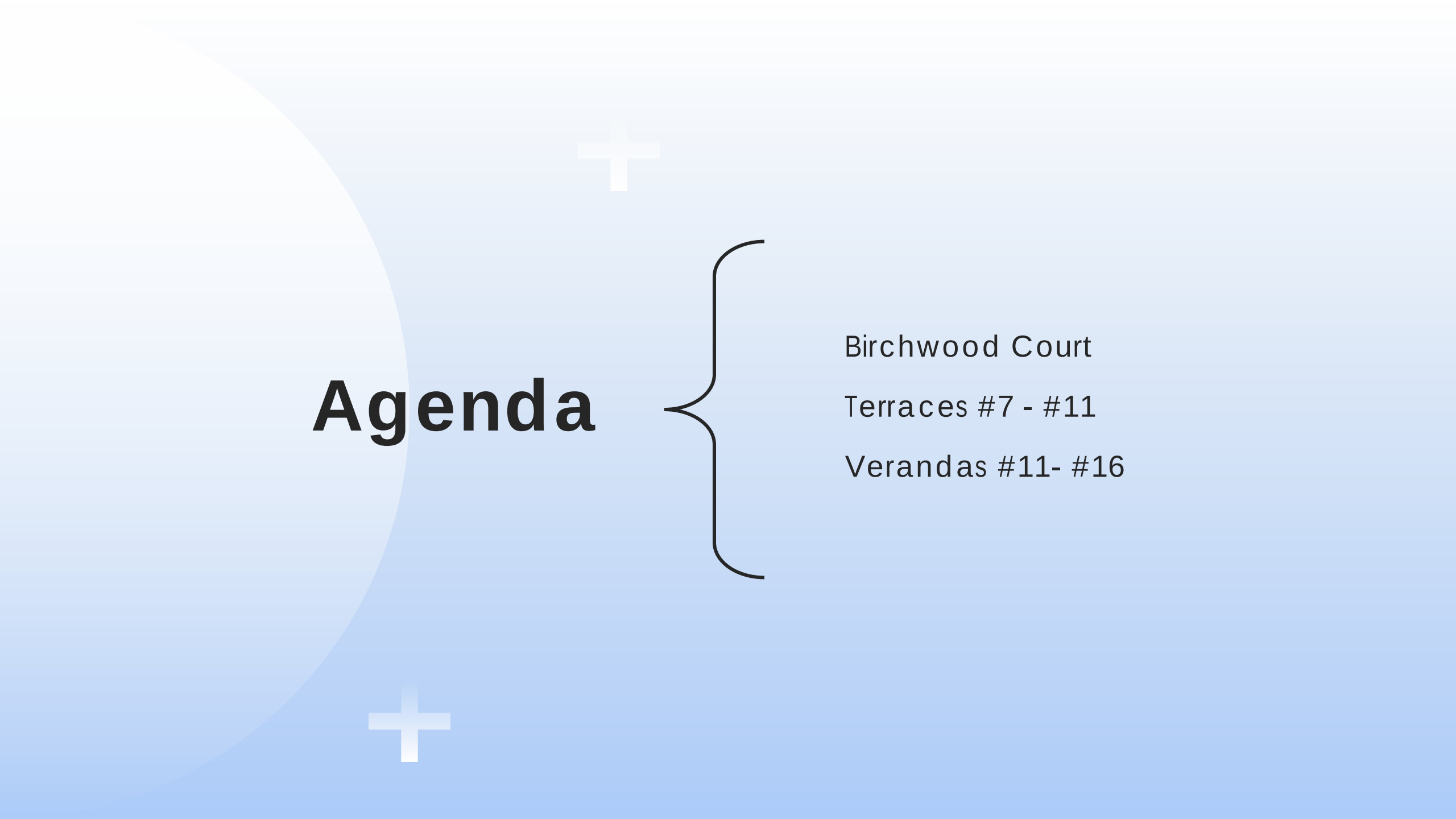
If any person decides to appeal any decision made with respect to any matter considered at these board meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony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

**Tern Bay Community
Development District
James P. Ward, District
Manager**
Publish: 09/06/26
403599 3996256

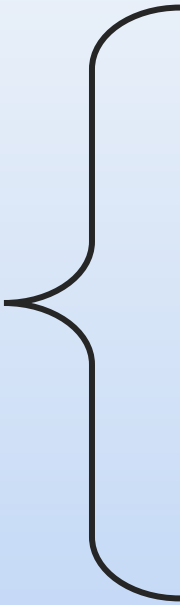


Tern Bay Additional Streetlights

What This Means for 260 Homes in Our Community



Agenda

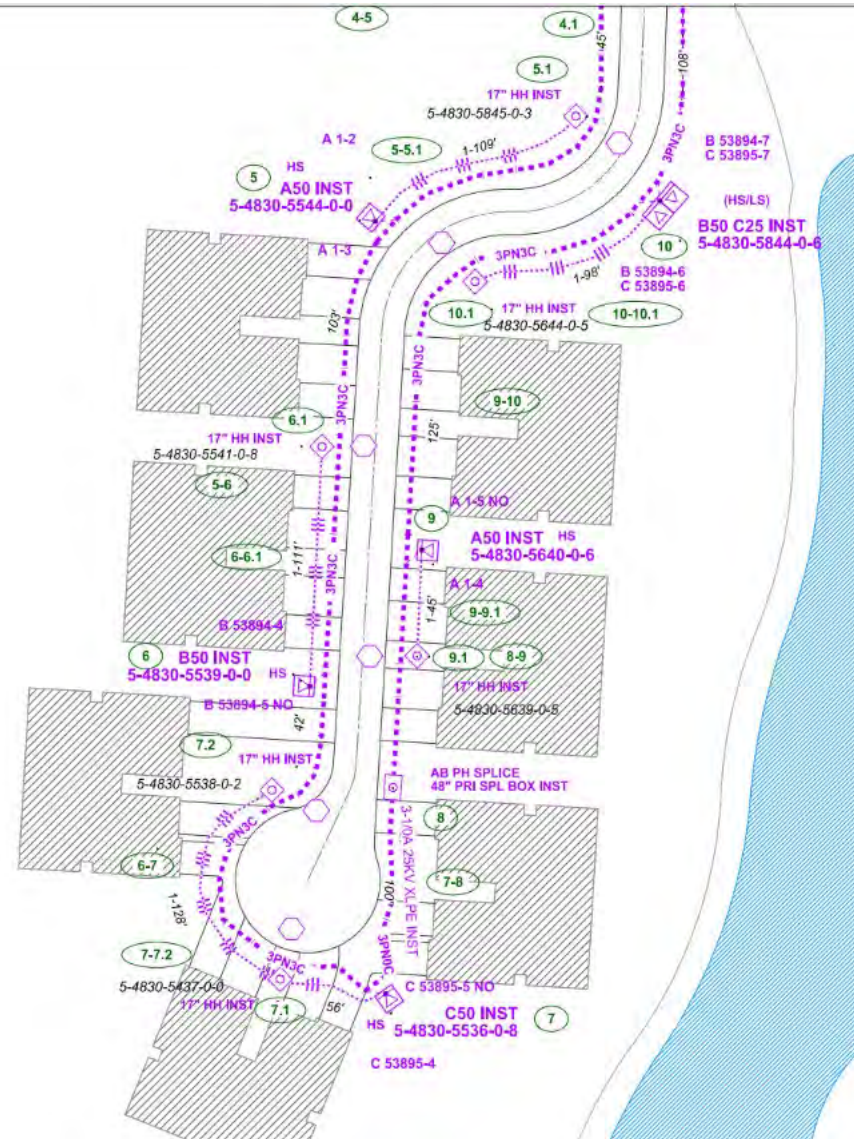


Birchwood Court

Terraces #7 - #11

Verandas #11- #16

Birchwood Court – (28 doors)



- **Project 1:**
- CDD worked with Lennar and FPL to complete this section
- **Installed Sep 2026**

Terraces #7 - #11 - (150 doors)



- **Project 2:**
- CDD worked with FPL and has design approval; **need CDD Board approval.** Estimated install late Dec or early Jan

Verandas 3 Bldgs #11- #16 - (82 doors)



- **Project 3:**
- CDD worked with FPL and has design approval; **need CDD Board approval.**
Estimated install late Dec or early Jan

Proposal



LED Lighting Plan

TERN BAY CDDHeritage Laning Tern Bay CDD- SL's
Option 1 Pricing

This plan reduces power consumption by: **2,520.00 kWh / Year**
And that eliminates: **1.77 metric tons of CO2 every year**
Or removing: **0 cars from the road**

INSTALLATION DETAILS - INSTALLATION 1



Option 1

Fixture	Granville 60 Watt 3000K Black / Black (Post Top)
Fixtures per pole	1
Pole Type	21.3' with 15'MH Black Washington Concrete (Single Fixture)
Fixture*	\$ 135.00
Pole	\$ 196.00
Maintenance	\$ 16.50
Energy	\$ 8.00
ALC	\$ 0.00

GRAND TOTAL Excludes applicable taxes and franchise fees (estimated at ~25% of the bill)

10 units

\$ 355.50

Notes

Post Top - Acorn Black
Black Washington Concrete



Tern Bay CDD - Community Access
9-Month Business Review

Agenda

RFP Award Requirements

9-Month Business Analytics

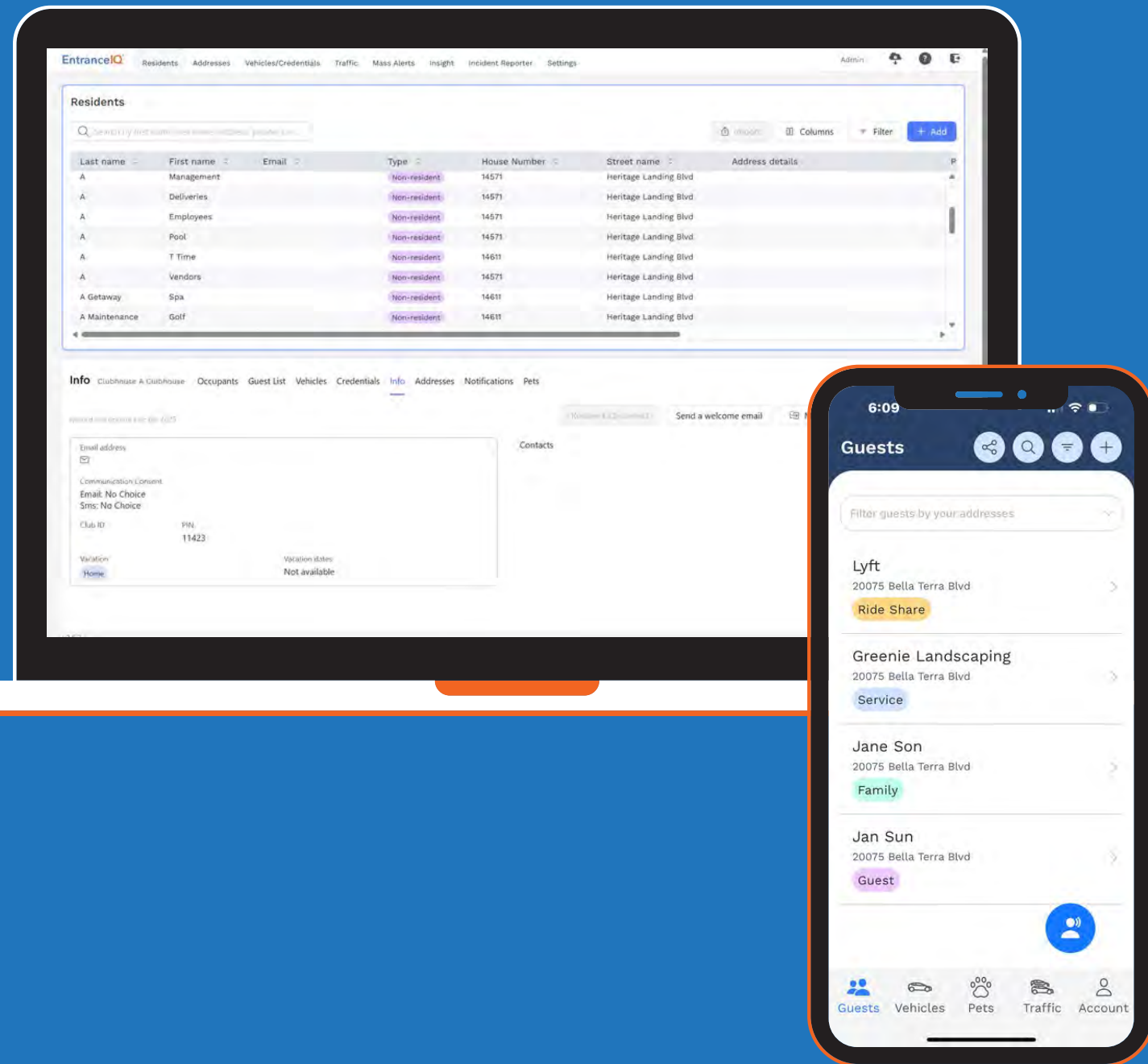
Overnight Data Review



RFP Award Requirements

There are (5) key areas that the RFP was awarded on:

- Gatehouse Visitor Access
- Resident Application (both web based and phone application)
- Vehicle Access
- License Plate Recording
- Reporting

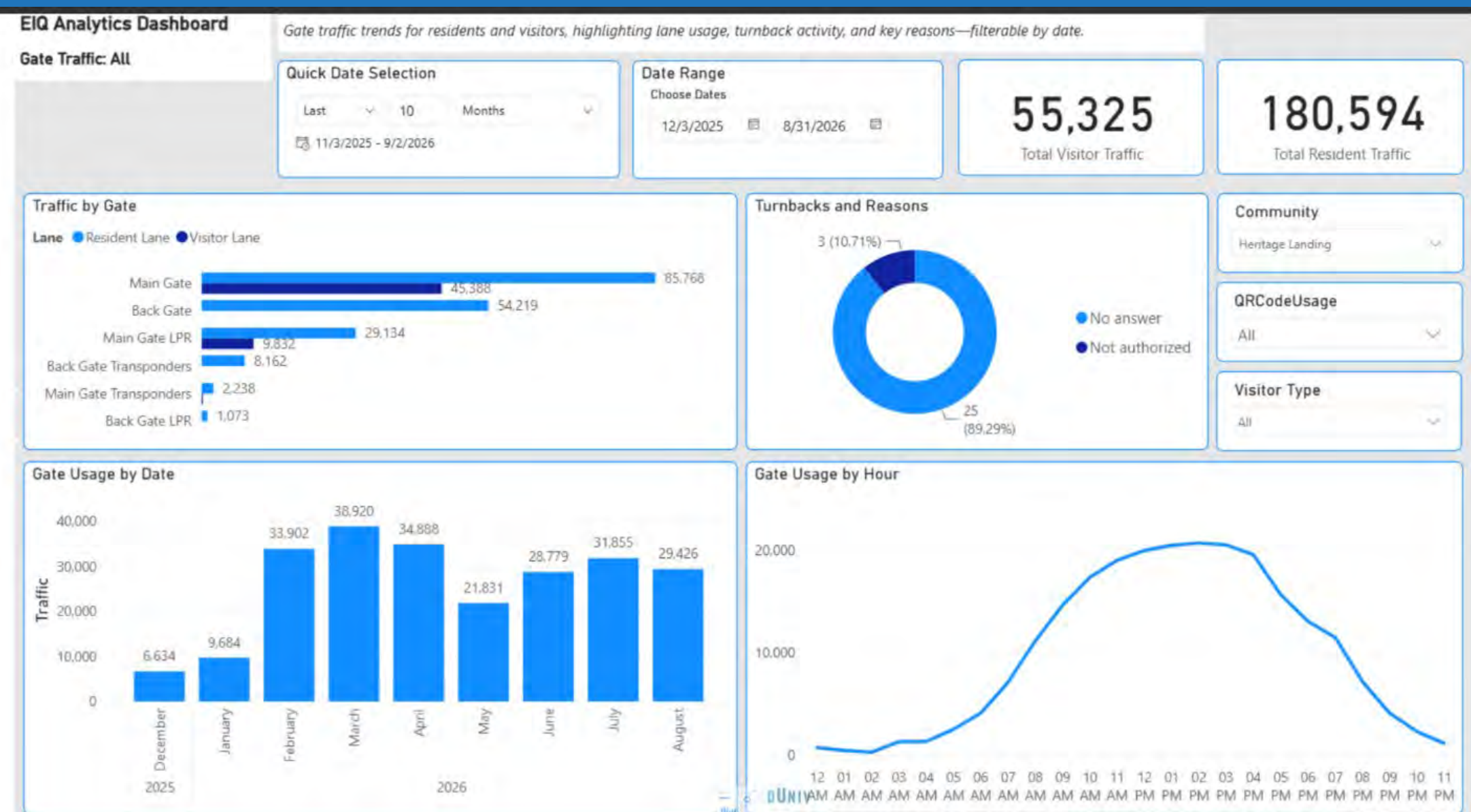


9-Month Total Entry Analytics

General Information

ElQ-Connect Usage

- 1,931 registered residents
- 90% of residents registered with ElQ -Connect
- 80% of residents actively using ElQ -Connect
- 73% of residents using QR codes when in other vehicles



9-Month Total Entry Analytics

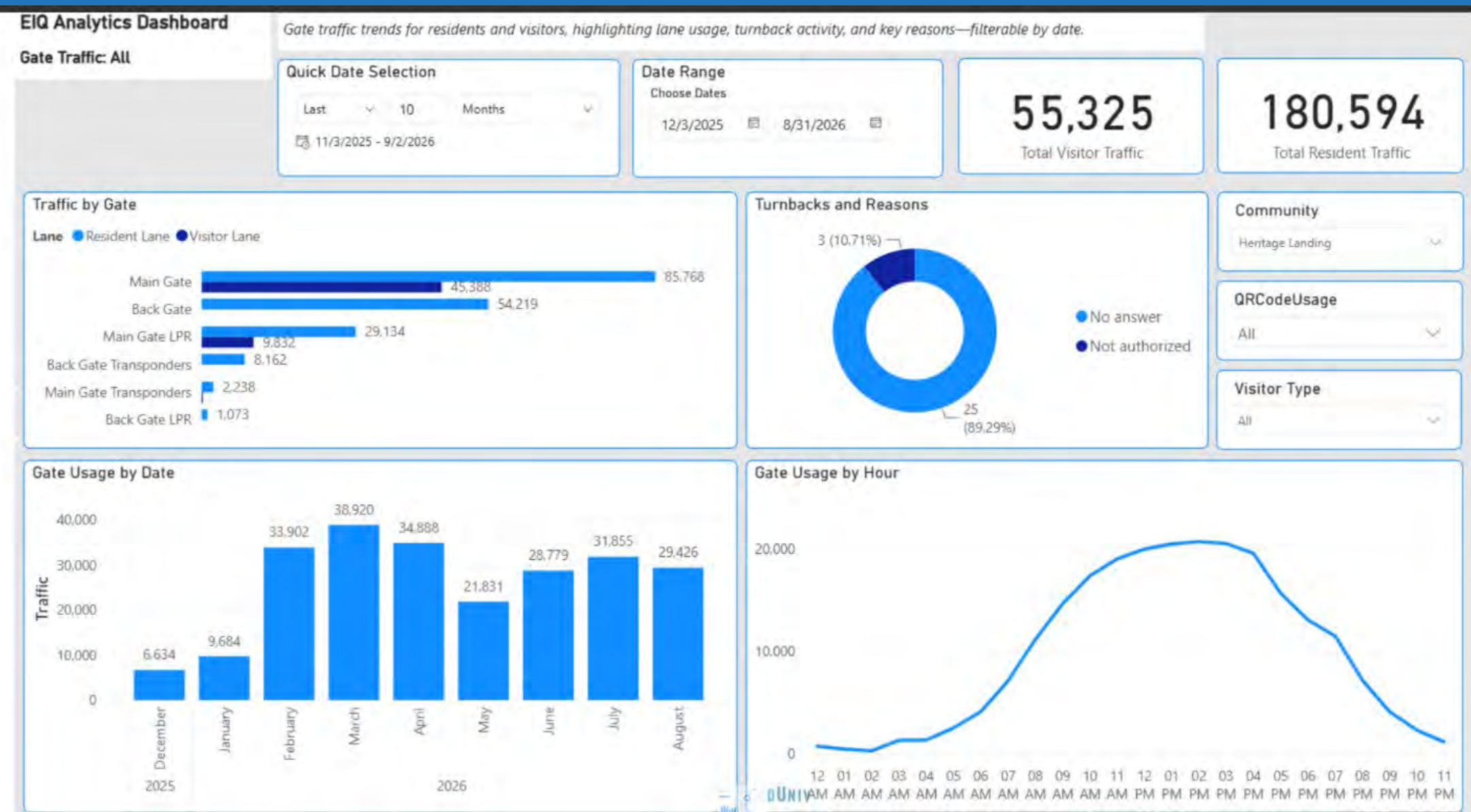
Vehicle and Credential Information

ElQ-Credentials

- 2768 resident vehicles registered
- 99.7% valid license plates
- 90.5% have at least one approved vehicle registered
- 80.7% of addresses have an active transponder

Community Traffic

- 70% resident traffic
- 30% visitor traffic

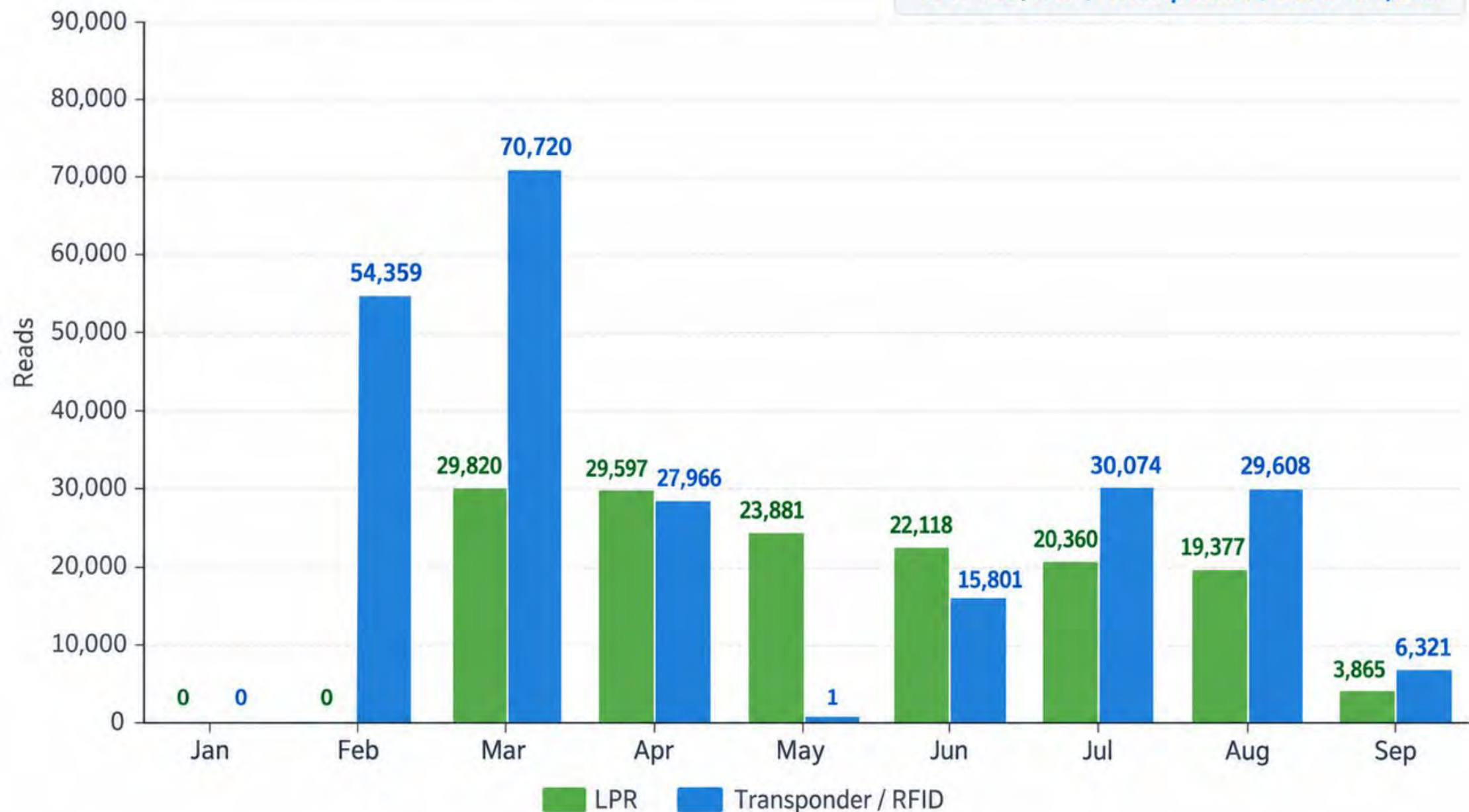


9-Month Total Entry Analytics

Monthly LPR vs Transponder Reads

Heritage Landing resident reader traffic, January–September 2026

9-Month Totals:
LPR 149,018 | Transponder / RFID 234,850

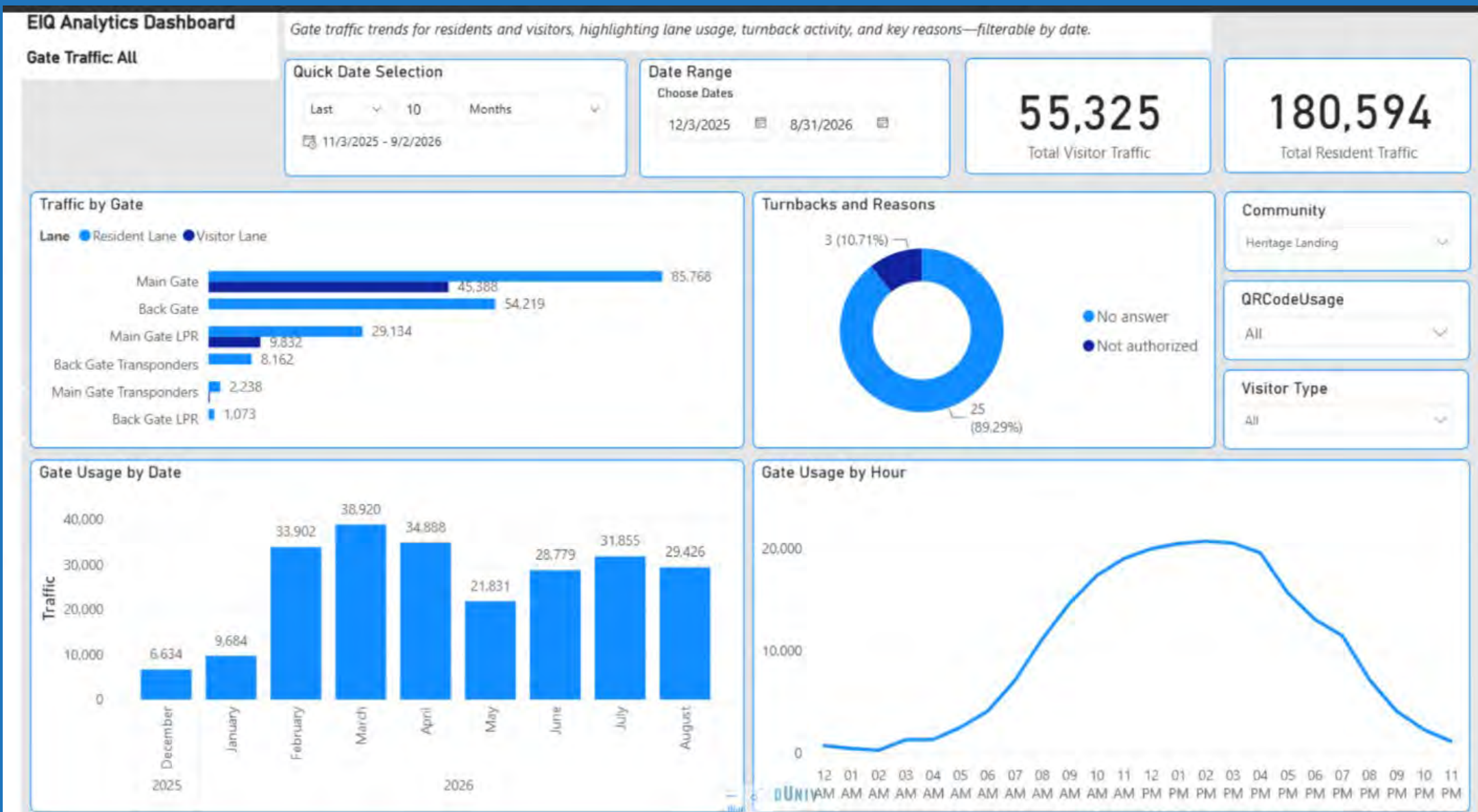


Resident Access

- 234,850 total transponder reads in 9 months, averaging approximately 26,094 reads per month.
- 149,018 total LPR reads in 9 months, averaging approximately 16,558 reads per month.

9-Month Total Entry Analytics

Visitor Access



- 55,325 total visitor traffic
- 5,503 average visitors per month
- On average, 27.6% of visitor entries each month use a QR Pass.
- Unlisted visitor traffic has decreased from 34.2% in January to 25.6% in September
- **12% Entry from 10pm-6am** with average per hour of 3; highest 4 per hour (Mar, Apr, Aug)

Thank you for choosing Entrance IQ.

www.EntranceIQ.net

(561) 503-4500

729 S Colorado Ave,
Stuart, FL 34994



Tern Bay CDD Landscaping Issues August 2026

Heritage Landing Community

Landscape Improvement Proposals for
Board Review



Proposal #1 — Heritage Landing CDD



PROPOSAL



Sunny Grove Landscaping and Nursery Inc
PO Box 347
Estero FL 33929
United States

DATE:

07/29/2026

Proposal Number:

PROP-512187719

Salesman Code:

18

BILL TO

Heritage Landing CDD
C/O JFWard & Associates LLC
1800 Ellen Dr Suite 600
Fort Lauderdale FL 33316
United States

For:

Heritage Landing CDD Plants & Cabbage Palm
Richard Freeman
rffreeman@cgasolutions.com

Item Number	Description	Size	Qty	Price	Total Amount
41242-1	Arboricola, Var., Trinetta	03G	100	\$19.00	\$1,900.00
40830	Fakahatchee Grass Dwarf	03G	180	\$19.00	\$3,420.00
20334	Cabbage Palm 16'OA (clear trunk)	16'OA	9	\$300.00	\$2,700.00
90430	Remove & Dispose Cabbage Palms		9	\$225.00	\$2,025.00
70120	Mulch, Pine Straw	Bales	150	\$10.00	\$1,500.00
00118	Irrigation		1	\$90.00	\$90.00

TOTAL \$11,635.00

Proposal #2 — Heritage Landing CDD



PROPOSAL



Sunny Grove Landscape and Irrigation Maintenance LLC
PO Box 347
Estero FL 33929
(239) 722-4111
Fax (239) 992-3564
www.sunnygrove.com

DATE:

08/11/2026

Proposal Number:

PROP-MZ272

Salesman Code:

18

BILL TO

Heritage Landing CDD
C/O JP Ward & Associates LLC
1800 Ellen Dr Suite 600
Fort Lauderdale FL 33316
United States

For:

Heritage Landing CDD Tree Removal
Heritage Landing Blvd

Item Number	Description	Size	Qty	Price	Total Amount
17833	Tree Removal (Slash Pine)		4	\$1,125.00	\$4,500.00
				TOTAL	\$4,500.00

Proposal #3 — Heritage Landing CDD



PROPOSAL



Sunny Grove Landscape and Irrigation Maintenance LLC
PO Box 347
Estero FL 33929
(239) 722-4111
Fax (239) 992-3564
www.sunnygrove.com

DATE:
08/18/2026
Proposal Number:
PROP-M2313
Salesman Code:
18

BILL TO
Heritage Landing CDD
C/O JP Ward & Associates LLC
1800 Ellen Dr Suite 600
Fort Lauderdale FL 33316
United States

For:
Heritage landing CDD Sod
Burnt store Rd
Attn: Richard Freeman

Item Number	Description	Size	Qty	Price	Total Amount
14817	Sod, St. Augustine 'Florata' (Remove, Dispose and Replace)	S/F	8,500	\$1.25	\$10,625.00
00948	Cable Locates		1	\$40.00	\$40.00
00118	Irrigation		1	\$90.00	\$90.00
				TOTAL	\$10,755.00

****NOTE:** North and south berm along Burnt store rd. replace worst dead areas that declined during the dry season. **

Proposal #4 — Heritage Landing CDD



PROPOSAL



Sunny Grove Landscaping and Nursery Inc
PO Box 347
Estero FL 33929
United States

DATE:
08/31/2026
Proposal Number:
PROP-S12188471
Salesman Code:
18

BILL TO
Heritage Landing CDD
C/O JP Ward & Associates LLC
1800 Ellen Dr Suite 600
Fort Lauderdale FL 33316
United States

For:
Heritage Landing CDD Muhly Grass
Burnstore Rd
Attn: Richard Freeman

Item Number	Description	Size	Qty	Price	Total Amount
60370	Muhly Grass	01G	300	\$8.00	\$2,400.00
01893	Labor Includes Sod Removal		1	\$1,200.00	\$1,200.00
70120	Mulch, Pine Straw	Bales	100	\$10.00	\$1,000.00
00118	Irrigation		1	\$90.00	\$90.00
				TOTAL	\$4,690.00

Proposal #5 — Heritage Landing CDD



PROPOSAL



Sunny Grove Landscaping and Nursery Inc.
PO Box 347
Estero FL 33929
United States

DATE:
08/31/2026
Proposal Number:
PROP-512188471
Salesman Code:
18

BILL TO
Heritage Landing CDD
C/O JP Ward & Associates LLC
1800 Ellen Dr Suite 600
Fort Lauderdale FL 33316
United States

For:
Heritage Landing CDD Muhly Grass
Burnstore Rd.
Attn: Richard Freeman

Item Number	Description	Size	Qty	Price	Total Amount
60370	Muhly Grass	01G	300	\$8.00	\$2,400.00
01893	Labor Includes Sod Removal		1	\$1,200.00	\$1,200.00
70120	Mulch, Pine Straw	Bales	100	\$10.00	\$1,000.00
00118	Irrigation		1	\$90.00	\$90.00
14817	Sod, St. Augustine 'Floradam' (Remove, Dispose, and Replace)	S/F	4,000	\$1.25	\$5,000.00
				TOTAL	\$9,690.00

Special Note: By installing Muhly Grass along the edges of the landscape beds in areas where the turf was damaged by drought, we can reduce the amount of sod required for replacement. This approach will eliminate approximately 4,500 sq. ft. of sod from the previous proposal, which included a total of 8,500 sq. ft. for drought-damaged turf replacement.

Burnt Store Road



Burnt Store Road



Burnt Store Road



Burnt Store Road



Burnt Store Road



Burnt Store Road



Burnt Store Road



Burnt Store Road



Burnt Store Road



Burnt Store Road



Inside The Community

Jul 10, 2026 at 11:50:05 AM
14204 Heritage Landing Blvd
Punta Gorda FL 33955
United States
Heritage Landing Golf & Country Club

14211 Heritage Landing Blvd

There is one behind this palm also



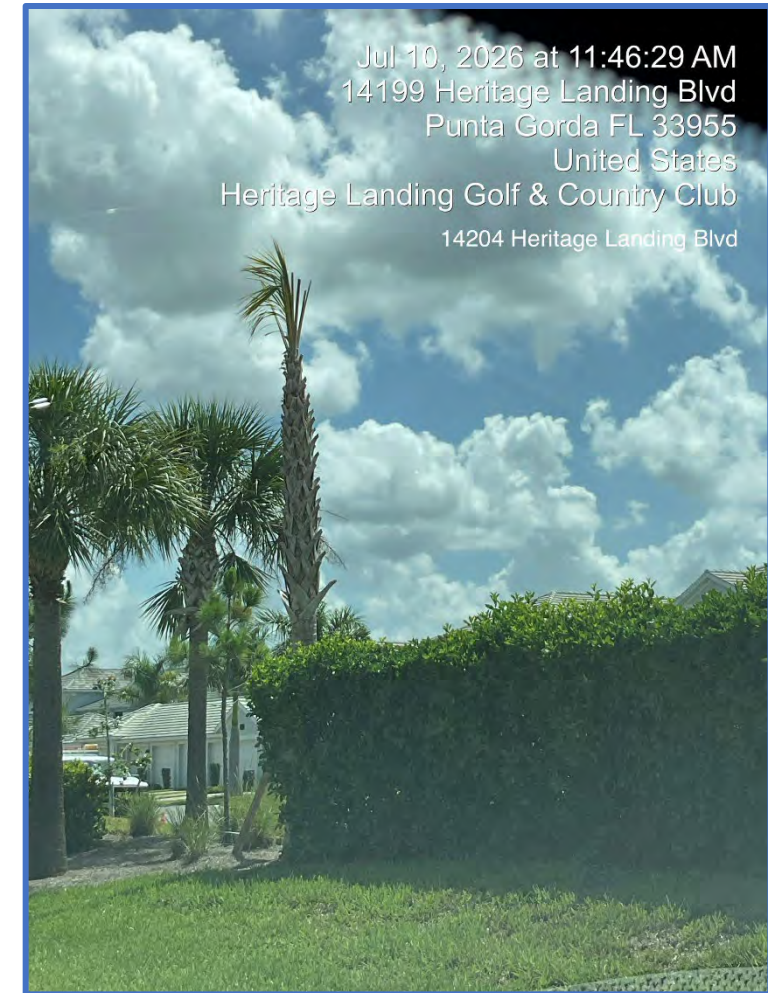
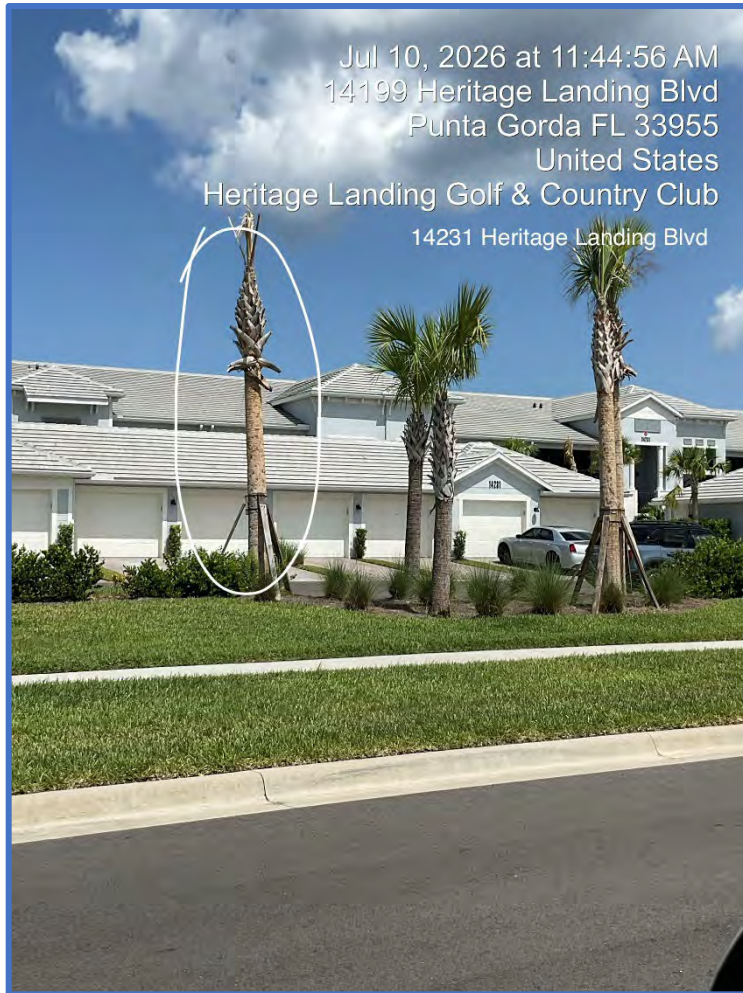
Jul 10, 2026 at 11:55:08 AM
14257 Heritage Landing Blvd
Punta Gorda FL 33955
United States
Heritage Landing Golf & Country Club



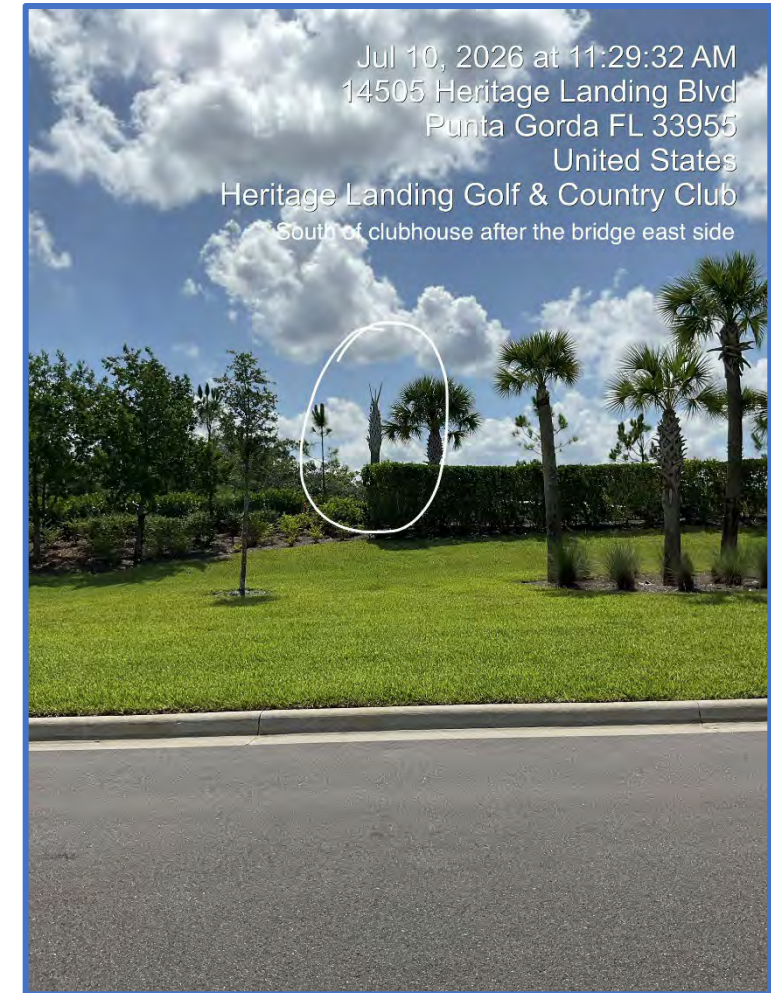
Jul 10, 2026 at 11:51:34 AM
14257 Heritage Landing Blvd
Punta Gorda FL 33955
United States
Heritage Landing Golf & Country Club
14201 Heritage Landing Blvd



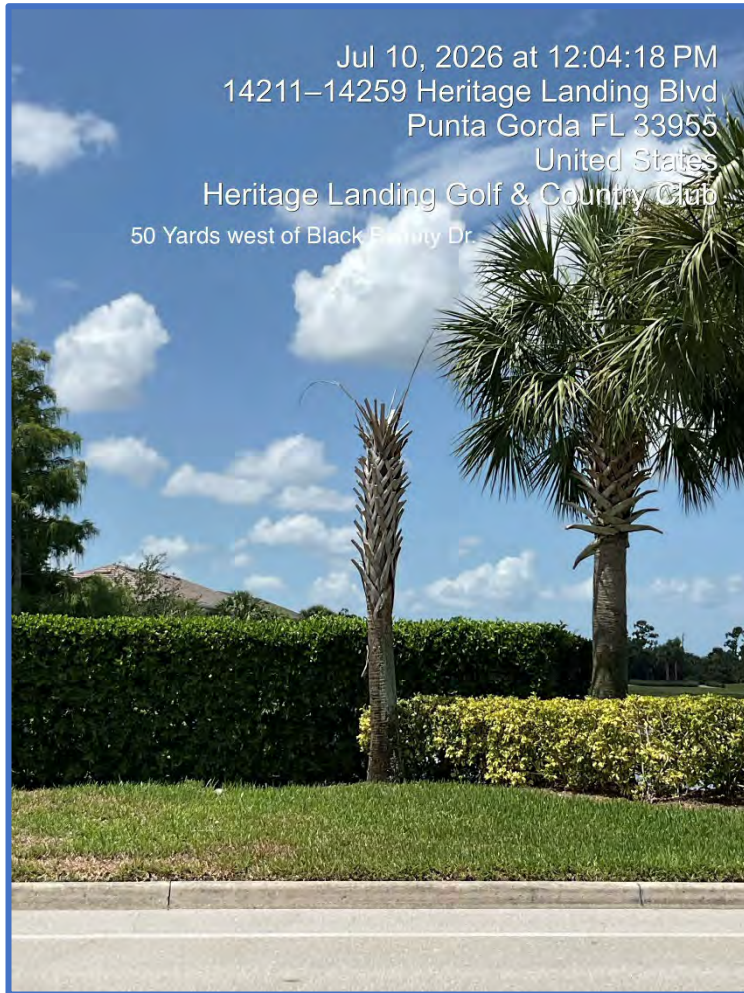
Inside The Community



Inside The Community



Inside The Community



Muhly Grass — Before & After



Muhly Grass Installation



Thank You

Heritage Landing Community – Landscape Improvement Proposals

Next Steps

- Board review and discussion of the proposals presented today
- Approval to proceed with the selected landscape improvements
- Sunnygrove to schedule and begin work upon written approval
- Questions welcome at any time — before, during, or after the meeting

**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 Wednesday, July 22, 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 Attorney
Richard Freeman	District Asset Manager
Clay Rebol	District Engineer
Susan Singer	Senior District Accountant w/PFM
Racheal Meade	Assistant District Manager w/ PFM (Online)
Vivian Carvalho	Senior District Manager w/PFM

Audience:

Mary Longares	w/Heritage Landing Amenity Center
Heather	Front Gate
Mike Giese	Larry & Darlene Graham
Frank V. Petrosino	Tim Barker
Rick Wasko	Dave Kircher
Dawne	Gale Fenstermacher
Paul D	Cheryl Hoover
Jose Baloyra, Golf Board Attorney	Jim T
Mark Ankenauer	Rhonda VanArsdale
Paul Wick	Paulette & Jim McGiven
Jim & Lynn	Bill Keown
Michael J. Neumann	Michele Knight
Dave Blakely	Arlene Wittier
Ashley McClurg	Char Laursen
Kris	Jill Korralec
Glen Perry	Theresa D
Jim Cutshall	Rick Mills
Mark	Annette Grace
Mary Ann Hurban	Jackie S
Amy Goettl, Golf Board President	Mary Lumppp
Julie Thielsen, Realtor	David Halal

49	Rich Gase	Timi McCauley
50	Cathleen A.	David Williams
51	Karen Randolph	Karen Williams
52	Thomas Eshcoff	Ovidio Irizarry
53	Fred	Jeffrey Gordon
54	Kathi	Pete Morris
55	Joseph Mastromarino	Katherine Kircher (ph)
56	Glen Perry	

57
58 All residents' names were not included with the minutes. If a resident did not identify
59 themselves or the audio file did not pick up the name, the name was not recorded in
60 these minutes. Portions of these minutes may be transcribed in verbatim.
61

62 63 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

64
65 Chairperson Brady called the meeting to order at approximately 10:00 a.m.; all Members of
66 the Board were present, constituting a quorum.
67

68 69 **SECOND ORDER OF BUSINESS**

Notice of Advertisement

70 71 **Notice of Advertisement of Public Hearings and Regular Meeting**

72
73 Chairperson Brady indicated the meeting was properly noticed. She asked Mr. Ward to make
74 introductions.
75

76 Mr. Ward introduced Vivian Carvalho, Senior District Manager with PFM. He stated Ms.
77 Carvalho would become the District Manager when he transitioned out sometime next year.
78 He indicated Ms. Carvalho would be available to contact whenever he was unavailable.
79

80 81 **THIRD ORDER OF BUSINESS**

Public Comments

82 83 **Public Comments on Agenda Items**

84
85 Chairperson Brady discussed public comment protocol. She noted the public hearing had its
86 own public comment section. She asked if there were any public comments for the other
87 Agenda Items. She noted speaker would have three minutes to comment. She indicated this
88 was not a discussion session; it was a comment section only.
89

90 Mr. Rick Mills asked when Lake 8 would be addressed. He stated it was a mess and full of
91 weeds. He stated he sent many emails over the past four years to Lennar regarding Lake 8.
92 He asked when Lake 8 would be fixed.
93

94 *An unidentified male audience member* asked about Agenda Item 7. He stated if the updated
95 plat was not signed by the 31st the process would be required to start all over again. He
96 stated it was important for this plat to be approved.

Ms. Amy Goettl, President of the Golf Board, stated she was present to address the easement agreement which needed to be completed so the CDD could sign the plat. She stated in Agenda Item 7, in the memorandum drafted by Greg Urbancic, she would address items 2 through 7, and Jose Baloyra, the Golf HOA Attorney, would address items 1, 8, 9, 10 and 11. She said, *the primary drivers of the easement agreement between the Golf, HOA and CDD were to ensure collaboration, clarity, structure and to avoid potential dispute. There are 28 drainage easement access points to the golf course identified in the plat. As with any contract, the devil is in the details. With that, I will dive in. Item number 2 in the memorandum, nonemergency prework notice. The golf course can accept the CDD proposal of 5 days. Number 3, pre-work coordination meeting. It does not appear there is any dispute in the memorandum. The ask is communication of planned work and coordination as needed with the golf course. Number 4, standard work hours. Because this is a golf course with rounds starting at sunup and oftentimes ending at sundown, nonemergency work, scheduled work projects, should be avoided to ensure golf operations are not disrupted, or minimally disrupted. This is a key driver of the coordination meetings defined in number 3. Number 5 of the memorandum, tournament event restrictions. There are 24 premier golf events scheduled from late fall to early April, between the LGA, MGA and Couples. This schedule can be provided to the CDD to make sure no scheduled easement work is done during the dates provided. Number 6, emergency notification window. Golf can except the proposed 24 hour notice. This allows the CDD to perform emergency work to mitigate immediate issues to stabilize the infrastructure as needed. Number 7, post emergency follow up. Coordination may indeed be needed depending on the potential disruption of the course during the emergency work. This we feel needs to be there. There is proposed language by the CDD to minimize portions that may not be needed. We can review that. And with that I would also like to say I was there last week. The bridges look amazing, great job. I also drove around the course while it was closed, and the plantings and the littoral shelves also look amazing. Very pretty and it's great to see them perking up.*

Chairperson Brady: Amy, you are going to stay on the call, right?

Ms. Goettl: Yes, I am.

Chairperson Brady: Because instead of using the three minutes for your attorney to speak too, I would rather wait until we get to that item, as the Golf Board President with representation, we can have you in that conversation with us.

Ms. Goettl: Perfect.

Mr. Mike Giese stated he read the drainage easement and was disappointed it was not approved and how much money had been spent on legal fees negotiating. He indicated he sent a note to the Golf Board and the CDD. He requested both boards sit down without legal representation to work out the easement. He said it was irresponsible to spend resident funds negotiating the easement, and he offered to negotiate the document on behalf of the CDD and the Golf Board.

Chairperson Brady asked if there were any more questions or comments; hearing none, she closed public comments.

FOURTH ORDER OF BUSINESS**Consideration of Minutes****June 2, 2026 - Regular Meeting Minutes**

Chairperson Brady asked if there were any additions, corrections or deletions to the Minutes; there were none.

On MOTION made by Gary Hamilton, seconded by Vickey DeLuca, and with all in favor, the June 2, 2026 Regular Meeting Minutes were approved as corrected.

FIFTH ORDER OF BUSINESS**FISCAL YEAR 2027 BUDGET****a) Fiscal Year 2027 Budget**

Chairperson Brady noted this was the public hearing for the fiscal year 2027 budget. She discussed the public hearing process; residents would have five minutes to speak.

I. Public Comment and Testimony

Mr. Ward called for a motion to open the Public Hearing.

On MOTION made by Gary Hamilton, seconded by Vickey DeLuca, and with all in favor, the Public Hearing was opened.

Mr. Ward asked if there were any members of the public present in person, or on audio or video with questions regarding the Fiscal Year 2027 budget; there were none. He called for a motion to close the public hearing.

On MOTION made by Gary Hamilton, seconded by Vickey DeLuca, and with all in favor, the Public Hearing was closed.

II. Board Comment

Chairperson Brady asked if there were any Board questions; there were none.

Mr. Gary Hamilton noted the CDD Board had discussed the budget ad nauseum and the budget was as low as possible while still being fiscally responsible. He discussed why he felt there was some room to move around some of the numbers within the larger categories, but overall, he believed this was a very responsible budget.

Ms. Vickey DeLuca agreed. She thanked the residents for participating in the conversations. She discussed her concerns about the reduction of Heather's hours at

the front gate by 50 percent (she felt Heather should continue full time as there was still 60 percent residency and Heather did an excellent job recording when a visitor or resident broke the gate). She discussed the Amazon deliveries at 4:00 AM. She discussed her concern about landscaping and her wish to have Sunny Grove attend a CDD Meeting to review the community's landscaping needs and discuss the various plant materials which needed to be replaced.

Mr. Richard Freeman stated he was preparing a replacement plan to present in September.

Ms. DeLuca stated it was important that the plants were replaced with materials which had staying power. She said she would like Sunny Grove to weigh in on these choices as Sunny Grove had expertise in the matter.

Discussion ensued regarding the front gate system, Entrance IQ, and bringing the company back to speak with the CDD; turning off the transponders; holding a separate discussion within the next few months regarding Entrance IQ, the transponders, and the front gate entrance system.

Chairperson Brady stated she would create Agenda Items for Sunny Grove/landscaping and Entrance IQ/front gate system for future discussions. She noted this budget was bare boned at the request of the residents. She stated she heard questions about "when are you replacing this" or "when are you replacing that" but there was only \$50,000 dollars in the landscaping budget to replace bushes. She said the back bushes, while about half had come back, were an eyesore and residents were complaining, but it would cost \$40,000 dollars just to replace all of those bushes. She said it would take just about the entire budget and then the CDD would not be able to replace anything else. She stated as the CDD cut the budget to bare bones, there were going to be many things in the next year residents might be requesting which the CDD would simply not be able to do. She noted there were things the residents wanted to get done which would have to wait until the fiscal year 2028 budget.

Ms. Denise Blakely said she would like to see how the CDD was doing budget-wise every month in terms of over or under spending.

Mr. Ward noted this information was provided every month within the financial statements.

Mr. Gary Hamilton noted he also created a document which outlined the CDD's monthly expenditures.

Ms. Blakely said she would like to discuss financials at meetings.

Chairperson Brady noted the financial statements were included on every agenda and could be discussed at every meeting.

III. Consideration of Resolution 2026-10, a resolution of the Board of Supervisors adopting the Annual Appropriation and Budget for Fiscal Year 2027

Chairperson Brady called for a motion to adopt the budget for Fiscal Year 2027.

On MOTION made by Vickey DeLuca, seconded by Robert Brady, and with all in favor, Resolution 2026-10 was adopted, and the Chair was authorized to sign.

IV. Consideration of Resolution 2026-11, a Resolution of the Board of Supervisors establishing spending authority levels; Clarifying the relationship between procurement requirements and spending authority; providing for reporting, documentation, and audit controls

Chairperson Brady asked if there were any comments about Resolution 2026-11.

Mr. Ward indicated he provided a redlined copy of this Resolution with some minor revisions which provided clarification and added information.

Ms. Deluca thanked Mr. Ward for working with the Board regarding this Resolution establishing spending authority levels. She stated the Board was very committed to fiduciary responsibility and full transparency to residents.

Mr. Hamilton indicated he reviewed the redlined document and approved in general but would like additional notification when expenditures were made.

Discussion ensued regarding when email notification regarding expenditures would be appropriate; and the proper verbiage to be included in the Resolution regarding notification regarding expenditures.

Mr. Ward indicated he would make the requested addition.

Chairperson Brady called for a motion to adopt Resolution 2026-11 with the addition of: when expenditures were made an email would be sent to the entire Board.

On MOTION made by Denise Blakely, seconded by Gary Hamilton, and with all in favor, Resolution 2026-11 was adopted as amended, and the Chair was authorized to sign.

b) FISCAL YEAR 2027 IMPOSING SPECIAL ASSESSMENTS, CERTIFYING AN ASSESSMENT ROLL, AND ESTABLISHING AN OPERATION AND MAINTENANCE ASSESSMENT CAP FOR NOTICE PURPOSES ONLY

Chairperson Brady indicated this public hearing set into place the assessment rates, certified the assessment roll and established a cap rate.

I. Public Comment and Testimony

Chairperson Brady called for a motion to open the Public Hearing.

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

Chairperson Brady asked if there were any members of the public present in person, or on audio or video with questions or comments regarding Resolution 2026-12 and Resolution 2026-13; there were none. She called for a motion to close the public hearing.

On MOTION made by Denise Blakely, seconded by Robert Brady, and with all in favor, the Public Hearing was closed.

II. Board Comment

Chairperson Brady asked if there was any Board comment; there was none.

III. Consideration of Resolution 2026-12, a Resolution of the Board of Supervisors Imposing Special Assessments, Certifying an Assessment Roll

Chairperson Brady called for a motion.

On MOTION made by Denise Blakely, seconded by Vickey DeLuca, and with all in favor, Resolution 2026-12 was adopted, and the Chair was authorized to sign.

IV. Consideration of Resolution 2026-13, a Resolution of the Board of Supervisors Establishing an Operation and Maintenance Assessment Cap for Notice Purposes Only

Chairperson Brady asked if there were any comments about Resolution 2026-13.

Mr. Ward stated the cap rate was \$1,750 dollars. He noted the Resolution was revised to reflect this new cap rate.

Chairperson Brady explained the Board would send out mailed notice to the residents if the assessment rate ever went above the cap rate. She noted a public hearing would be held every year for the budget adoption regardless of the assessment rate.

On MOTION made by Denise Blakely, seconded by Robert Brady, and with all in favor, Resolution 2026-13 was adopted, and the Chair was authorized to sign.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2026-14

Consideration of Resolution 2026-14, a resolution of the Board of Supervisors designating dates, time, and location for regular meetings of the Board of Supervisors for Fiscal Year 2027

Chairperson Brady noted the meeting dates would be second Tuesday of each month at 10:00 a.m. at the Heritage Landing Amenity Center.

Mr. Ward explained the Resolution did not bind the Board to the use of these dates; it simply set the dates, time, and location; the dates, time and location could be changed and readvertised at the discretion of the Board.

Chairperson Brady called for a motion.

On MOTION made by Vickey DeLuca, seconded by Gary Hamilton, and with all in favor, Resolution 2026-14 was adopted, and the Chair was authorized to sign.

SEVENTH ORDER OF BUSINESS

Discussion

Discussion of a Drainage Easement from Lennar Homes LLC to the Tern Bay Community Development District for operations/maintenance of the District's stormwater management system

Chairperson Brady noted Amy Goettl and the Golf Board Attorney were on the call. She called for discussion.

Mr. Gary Hamilton indicated he had been asking for the plat for months and months. He discussed the history of the plat and the easements which Lennar forgot to include and the efforts the CDD had been making to correct the plat before signing and filing the plat.

Chairperson Brady noted the issue with the missing easements had been ongoing for over a year; the CDD had been trying to get the necessary easement added for a long time.

Mr. Hamilton continued to review the discussions between the CDD and the Golf Board over the past year regarding the easement including the problems with the original redlines made by the Golf Board Attorney, which required the CDD to provide a ten day notice, a staging area, daily meetings and briefings while the CDD was trying to fix issues with the ponds. He discussed his further conversations with Ms. Amy Goettl, President of the Golf Board, regarding the easement; Lennar's neglect to create the easement when it should have; and requesting Lennar create the easement as it should have been from the start.

Chairperson Brady stated the CDD had been maintaining the ponds in the Golf Course for years and there had only been one issue when a contractor drove over a green and the CDD addressed that immediately; there had been no other issues to prompt the unrealistic requirements from the Golf Board for the easement.

Ms. Deluca discussed the portions of the easement agreement she felt were unreasonable; the CDD land on which the Golf Course had assets, but no rights to the land. She noted the CDD worked collaboratively with the Golf Course allowing the Golf Course to work on those assets. She stated the Golf Board and the CDD should work together to create reasonable easements for each other, making the CDD whole and making the Golf Course whole.

Mr. Hamilton stated the attorneys should never have even had to get involved; Lennar should have made the necessary easements, and he believed Lennar should still make the easements. He stated the CDD and Golf Board should force Lennar to create the easements.

Discussion continued regarding creating an easement for the Golf Board and the CDD; the unreasonableness of the current easement requirements created by the Golf Board; the standard easement document created by the CDD submitted to the Golf Board for consideration; the CDD wanted to partner with the Golf Board to enable both entities to work on their own assets; and the Golf Course and the CDD being made up of residents, there should be no animosity.

Chairperson Brady stated the CDD wanted to send the easement back to Lennar to be rewritten. She asked for comments.

Mr. Greg Urbancic: When I talked to Lennar's counsel originally, we knew we needed the easement, so I pulled a fairly typical drainage easement, a version of one Jim and I used in another community for a golf course when we had a similar issue. We used that as a starting point, and it evolved. Then we got to the point where there were some substantial operating issues where Jim and I had conversations and said, we can't make those decisions. We can push drafts back and forth and tweak things, but if the Board can't live with these, then we are wasting that time. That's why we put it on the agenda. If we could go back to somewhere where we started I think it would be good. Simplify it, that would be good. I understand the Club's concern. I understand Jose wants to protect the Club, but from a practical point of view, if we could simplify things it would be good for the entire community.

Mr. Jose Baloyra: Greg did a good job in his memo summarizing the issues. The easement agreement is barely a page and a half, and it leaves open a lot of issues. The intent here is, we don't want to be in a dispute, we don't want to be spending legal fees in the future moving forward because of the absence of provisions in here. The Golf Board is simply exercising its fiduciary duties to try to protect its members. I agree this must be streamlined. Let me get to the issues we can eliminate. Items 2, 6 and 11 in Greg's memo, we agree those can be addressed in the manner he is indicating. Pre-work notice, we can agree to five business days. Emergency notification window, 24 hours is okay. And we can remove the indemnification. However, item 10, the requirement to have a contractor provide insurance, I don't think that's unreasonable. The CDD has sovereign immunity. If a contractor is going to work on the property, as we heard earlier, we already had an issue with a contractor driving on the green. We just want to make sure anyone who does work there, any contractor, has insurance. Amy can speak to the operational concerns in 3, 4, 5, and 7. We are concerned with a disturbance to golf course operations. We understand you have to maintain your drainage pipes and facilities, and if there is an emergency you can do your work. We would just like to have some notice otherwise, and we would like to have the Golf Course operations not disturbed.

427 Ms. Blakely: You say if the CDD is doing an emergency repair, the golf course can't be used.
428 That's not necessarily true.

429
430 Chairperson Brady: I think what he is saying is if we have to disturb the golf course for an
431 emergency repair, then we have to, and they understand that.

432
433 Ms. DeLuca: We can tell you we are going to work the third week of every month, but let's get
434 real, stuff happens and they may have to do something three days before, or they may have to
435 be like I have to switch this, and we need to come over there today. We have to be able to
436 allow that or the costs, and again, everybody that's on the Golf Board is a member of the CDD,
437 so you made that comment before that you're looking out for the Golf Board's money, and I
438 totally understand that, but I want you to keep in mind that everybody on the Golf Board is in
439 the CDD too, so in essence we are working toward the same goal, and that is to protect
440 everybody in here. The CDD has not and will not do something that's going to jeopardize
441 ourselves in another club, in another one of our HOAs that we pay for. Same thing with the
442 condo HOAs. We are not going to do something, our drainage goes under the condos, we are
443 not going to do something that screws up their stuff because again, we are all one entity. So, I
444 don't understand. I'm not willing to make our costs, probably, more than double with some of
445 these stipulations, because again, you're just screwing everybody.

446
447 Ms. Blakely: You're going to make 1,541 doors increase their CDD O&E expense because they
448 want us to agree to this. Our residents do not want CDD expenses increased.

449
450 Ms. DeLuca: And those residents that don't want an increase include the 800 golf members.

451
452 Mr. Hamilton: Is this the first time this has come up?

453
454 Mr. Ward: As Greg indicated, this is the exact same easement we used on another project
455 where we needed an easement over a golf course. If this easement would have been put on
456 the plat it would have been a one liner. Lennar hereby grants to the District easements over
457 plats A, B, C, D, E for purposes of construction, operations and maintenance of the Districts
458 water management system. That would have been the entire sentence on that plat if it was
459 done right at the beginning.

460
461 Mr. Hamilton: Then why don't we do that? And as Vickey said, there are no golf bridges in here
462 either. They dropped the ball on that too. We haven't given them easements either.

463
464 Chairperson Brady: Clay, you and I have had exhaustive conversations about this for almost
465 two years now. What were the true reasons, I know it will cost more to do it, but at this point I
466 don't care what it will cost Lennar to redo the plat the correct way to include our drainage
467 easement over the golf course as well as give the golf course the same easement for their
468 assets over CDD property. Then we're literally done.

469
470 Mr. Ward: I think an easier way is to do reciprocal easements. The original easement Greg
471 prepared -

472
473 Chairperson Brady: The golf course will not agree to that. Amy has flat out said it.
474

475 Mr. Ward: But the land is owned by Lennar.

476

477 Chairperson Brady: Well, if we can get Lennar to sign it, then -

478

479 Mr. Ward: From my perspective, and what Vicki uncovered also with respect to portions of the
480 Golf Course that don't have easements over it for them for their facilities, we just do reciprocal
481 easements. This is the form of the easement, Lennar grants it to the District, and at the same
482 time, Tara will sign the plat. So, it's recorded at the same time the plat is recorded, and we are
483 done with it.

484

485 Mr. Hamilton: I don't want this Board to rush through this to get it done at the expense of those
486 of us who will be here thirty years from now.

487

488 Mr. Ward: Since the plat is going to expire at the end of the month, what I'm hearing is, you
489 want to just say no to the revision. The District is good with the original easement document
490 Greg prepared. We will give the golf course the exact same easement for the assets they have
491 over portions of the District's property. Lennar will have to sign it, and then we can send the
492 plat, and we are done with it. I think we can make it that simple. If you want to do it the right
493 way, the plat will have to be redone, and resigned, and that's going to take too long. That will
494 take a long time.

495

496 Mr. Hamilton: It will, but it will be done right for future generations.

497

498 Mr. Ward: It can be done right by just doing a separate form easement that's not on the plat.
499 It's a little harder to track it going forward, but at least it's clean and simple. If the easement is
500 recorded at the same time the plat is recorded, we are good to go.

501

502 Mr. Hamilton: So, there is no way future lawyers can challenge it because it's not on the plat?

503

504 Mr. Ward: That plat is Lennar's plat. They are the ones at risk with respect to the plat itself. The
505 easement is a really simple easement that Greg wrote, and I took a look at it also. It's a
506 standard form easement. It's something we do all the time for easements.

507

508 Ms. Blakely: Will the Golf Board have to approve that?

509

510 Chairperson Brady: The only people who sign the plat is Lennar and myself.

511

512 Mr. Ward: Lennar has to sign the easement. It would be a reciprocal easement we would do
513 for the bridges over portions of the District's drainage facilities, which the Golf Course doesn't
514 have an easement to.

515

516 Discussion continued regarding the easements and the legal descriptions attached to the
517 easements.

518

519 Mr. Clay Rebol: One thing I want to mention, as far as the golf course getting easements from
520 the CDD going over the wetlands for their bridges, we want some kind of restrictions in there
521 as far as what we are giving them for that easement as well, right? Because that's a
522 conservation easement and we want to make sure they understand what they are doing, when

they are doing it, and how they are doing it. Because that could get somebody in trouble if we don't have some kind of language in that agreement.

Mr. Urbancic: Could it be as simple as an acknowledgement that the conservation easement exists, and they agree to comply with it?

Mr. Rebol: Yes, something to that effect.

Chairperson Brady: I know this agreement has nothing to do with the plat technically. My fear is that I sign the plat and then Lennar says we are not going to sign this agreement. I'm not willing to take that chance.

Mr. Ward: We made it very clear that Greg and I are not going to release it for Tara's signature without this easement.

Ms. Amy Goettl: I have been trying to drive this with our attorneys since January, and it's been like slogging through the mud. The entire purpose of the redlines put in were to ensure collaboration and clarity and structure and avoid potential disputes. Right now, I am in Minnesota and we have fiber going through our neighborhood and these folks have a 20 yard easement into my front yard and they have destroyed it. That said, they also provided me with months' worth of notice. Do I need months' worth of notice? No. I am asking for basic simple conversation to let us know in the Golf Club, so we can send something out and the pro shop does not receive 10,000 phone calls saying, hey, there's a truck on hole 7, what's going on? These are simple, basic business courtesies. Yes, you are correct, we are all members here, but the terms used by Denise and Tara was us and they repeatedly, and then all of a sudden it comes back to we are all one. I agree, we are all one. I, as a resident and an owner, do not want to incur additional charges, but having an uncontracted worker, working on an easement, one of the 28 easements, may come back to us. These are not outrageous asks. I do contracting, and some of these are not onerous in my opinion. Again, the key driver to this is collaboration. We have to work hand in hand with you guys, and when I say you guys, it's us. I agree with that. So, I'm a little frustrated and a little saddened to hear some of the comments because it very much feels like and us versus them. We have been waiting on a construction project on hole number 8 for a year and a half now. This is a Mike Parker original project, and it has gone nowhere because of this going round and round. I would like to get this turned around as quickly as possible with the least amount of issue. I'm very disappointed. I thought it went well and I conveyed my points clearly. It's not to be difficult; it's to provide clarity. The devil is in the details. I've seen enough lawsuits and litigations to know that generally it comes from unclear contracts.

Chairperson Brady: Thank you. I think after our conversation, the direction is for Jim and Greg to get with Lennar, do a reciprocal easement from the blanket short little statement from us to the Golf Course and from the Golf Course to us, so that we can sign a reciprocal easement with Lennar and at the same time sign the plat.

Discussion ensued regarding Lennar handling the easement and if Lennar had done the easement in 2018 as it was supposed to there would be no issues.

Mr. Ward stated he understood the directions and fully agreed.

EIGHTH ORDER OF BUSINESS**Discussion****Discussion of requirements for the use of Littorals in the Water Management System (Lake 8, All Lakes in Phase 1)**

Chairperson Brady asked for discussion.

Ms. DeLuca stated SFWMD filed a complaint with Lennar regarding the ponds in the District. She noted she agreed to work on the pond on hole 18; there was supposed to be a pond on the left of the T box on hole 18, but currently it was wetlands, there was no pond. She said she filed that complaint with SFWMD because she believed Lennar needed to fix this, not the CDD. She displayed and discussed a picture from SFWMD showing what hole 18 was supposed to look like. She noted it was supposed to be a shallow littoral pond, not overgrown. She said last Friday she and Mr. Ward spoke with Terry from Lennar. She said they provided Terry with the documents making him aware of the issue. She stated Terry was going to do a site inspection.

Chairperson Brady stated she spoke with Clay Rebol about this; Mr. Rebol agreed to speak with Lennar as well. She noted there were two different areas of complaint filed with SFWMD.

Ms. DeLuca stated Lennar was now aware of both complaints and would be inspecting the areas. She said SFWMD combined the complaints into one submission and as of Friday, SFWMD had not heard back anything from Lennar and Terry had not gotten anything from Darren.

Mr. Rebol: I have had conversations with Lennar. I know they are going out there. I think they were going to get a drone and fly it. I believe that was happening this week, but I have not heard anything back from them at this point.

Chairperson Brady suggested pushing this discussion to the next meeting as people were working on the issue.

The Board agreed.

NINTH ORDER OF BUSINESS**Staff Reports****I. District Attorney**

Mr. Urbancic: I understand the Board's direction about the easement, and we can get those two easements moved along in discussions. Other than that, just a reminder on ethics, make sure you get that done this calendar year. We still have quite a bit of time, but I just wanted to mention it.

Chairperson Brady: Will you verify with Clay that we have the proper easements with the individual HOAs for our stuff that goes under HOA property?

619
620 *Mr. Urbancic: Okay.*
621

622 **II. District Engineer**

623
624 Chairperson Brady asked when the valley gutter would be fixed.

625
626 Mr. Clay Rebol stated he thought the gutter had been replaced, so he would follow up.
627

628 Chairperson Brady asked if there were any documents which showed who owned the
629 access roads for the coach homes and condos.

630
631 Mr. Rebol responded in the affirmative; those were in the individual condo documents.
632

633 Chairperson Brady asked Mr. Rebol to provide those documents to Mr. Ward, so the
634 CDD would have them on file.

635
636 Mr. Rebol said the access roads went to the Master HOA.
637

638 Chairperson Brady asked when the access roads would go to the Master HOA.
639

640 Mr. Rebol explained the access roads already went to the Master HOA through the
641 individual plats.

642
643 Mr. Ward stated Lennar was scheduled to start the work for the valley gutter in the third
644 week of August, but the project might be delayed a week or so.
645

646 Chairperson Brady asked if Mr. Rebol had any additional report.
647

648 Mr. Rebol stated he and Greg Urbancic would have a conversation regarding the timing
649 of the easements. He noted he would like to ask the County for additional time so the
650 plat would not need to be resubmitted. He stated he would follow up with Mr. Urbancic
651 and speak with the County.
652

653 **III. District Manager**

654 **a. Asset Manager's Report - July 2026**

655 **b. Important Meeting Dates for Fiscal Year 2026:**

656 **1. Next Meeting: Tuesday, September 1, 2026, Regular meeting**

657 **c. Financial Statement for period ending May 31, 2026 (unaudited)**

658 **d. Financial Statement for period ending June 30, 2026 (unaudited)**

659
660 *Mr. Richard Freeman: Bridge number three is scheduled to be completed the first*
661 *week of August, at which point we will remove all the MOT and reopen all the roads.*
662 *District staff will continue to monitor the vehicular wear decking for any cracking as it's*
663 *under warranty for one year. We will continue to follow up with the vendor and make*
664 *sure he is replacing any decking as needed based off of malfunctions of the timber.*
665

666 *Mr. Rebol: We are going back to bridge one, two, and four, and replacing wood that*
667 *we have noticed cracking due to adjustment to weather. You will see new wood on*
668 *these bridges, but it is under warranty and we are taking care of it. And you will*
669 *probably see more of it.*

670
671 *Mr. Freeman: I also want to touch base on the discoloration of the timber. It is not*
672 *discoloration; it is the timber adapting to the environment. It was supposed to be a*
673 *silver color, after six or eight months. We can stain it, but it will be an extra cost and*
674 *would need to be done yearly.*

675
676 Discussion ensued regarding the wood on the bridges fading to the proper color;
677 allowing the timber time to fade to the proper color; the excellent qualifications and
678 excellent reviews for York Bridges being excellent and the wood simply needing time
679 to adjust to the environment and fade to the proper color.

680
681 Mr. Freeman stated he was going to bid out the royal palm which was struck by
682 lightning to get potentially better pricing to replace it because the current price was
683 \$14,000 to \$16,000 dollars to match the existing plant material. He noted it was the
684 very first palm at the entrance.

685
686 Discussion ensued regarding prioritizing which projects would be done first; whether
687 replacing the palm should be a priority; the bare bone status of the budget; the
688 importance of being very cognizant of the budget when choosing landscaping
689 projects which needed to be done; and possibly not replacing the palm.

690
691 *Chairperson Brady: I think for \$2,000 dollars to install the streetlight at the end of*
692 *Birchwood Court at the bridge - I am going to make a motion that we do that because*
693 *there needs to be a streetlight there.*

694
695 *Ms. DeLuca: I've been working with FPL on streetlights. Birchwood Court is getting*
696 *seven streetlights, and one right there at the end. We should wait until these get*
697 *installed, and they are currently slated to be installed on September 17, 2026. She*
698 *discussed where the streetlights would be located.*

699
700 *Chairperson Brady: So, we will see how well they light the bridge. I'm good with that.*
701 *The one other spot, Richard, I want to take a step back to Veranda 1. On both*
702 *intersections going into Veranda 1, there are no lights. When Veranda 1 was being*
703 *built, the first cut going in, closest to Black Beauty, there was a stake and a conduit box*
704 *that said FPL, like they were going to install a streetlight on there. Because if you're*
705 *coming down Heritage Blvd, and you are going to make a left into the Veranda 1 area,*
706 *there are no lights. You can't see anything. You said they found six existing transformer*
707 *boxes, can you have them see if there is something there that is supposed to be there?*

708
709 *Ms. DeLuca: I already asked Terry and Jose for plot 1 streetlights and again, Terry got*
710 *back to me and said he did not have it, but Jose, it's already in the works to get that.*

711
712 *Chairperson Brady: We have where the streetlights were supposed to be from the*
713 *original plans. Clay has that.*

Ms. DeLuca continued to discuss where 10 additional streetlights would be installed. She stated it would cost the CDD \$350 dollars a month for the lights as these additional lights were not the responsibility of Lennar.

Ms. Blakely stated there was also a missing lamppost near the entrance after the roundabout to the right. She said there was a box there with wires, but no lamppost.

The Board discussed how the CDD differed from the HOA in terms of the Sunshine Law and communicating only at public meetings.

The Board discussed the newest bridge which the CDD did not add lighting to.

Chairperson Brady asked if the CDD could add lighting to this bridge using bond funds.

Mr. Ward: No. We don't have any money left in the bond fund. I will price it out for you, and once we finish the bridge work, and Lennar has one final requisition to do, I will see what's leftover. If there are any funds remaining, I don't mind putting lights on it, but right now we need to hold spending. I confirmed with Clay that we do own that bridge.

Ms. DeLuca: Mary got the street sign put in back by the Terraces. After the last meeting, I made sure Mary had the new Lennar contact information and takes care of it in about two weeks.

Mr. Ward: I have nothing for you. I will just reiterate, we will start to send out the ethics requirements you have to complete by December 31. It's the same thing as last year. Just remember these are self-reporting requirements. We will send those out to you. When you do your Form 1 filing next year, you will check the box that you did the training this year.

TENTH ORDER OF BUSINESS

Supervisor's Requests

Chairperson Brady asked if there were any Supervisor's Requests.

Ms. Blakely asked why the Entrance IQ app was not being used and why she was not getting notifications about when the gates were not working.

Chairperson Brady noted she had never gotten notification from Entrance IQ when the gates were not working.

Mr. Ward: That's a messaging thing. We will work with them on it.

Ms. Blakely: Another thing, the preserve area, over by the golf course maintenance building, is that ours? The dumping that's going on there, is that on preserve property?

762 *Mr. Freeman: Unless I get a survey, it's very difficult to tell where the property line starts and*
763 *finishes, so unless you opt to get a survey it's very difficult.*

764
765 *Ms. Blakely: Wouldn't that be on the plat?*
766

767 *Chairperson Brady: Looking at an aerial, it's very hard to tell, is what he's saying. Unless you*
768 *survey and stake it.*
769

770 *Ms. Blakely: There's a lot of stuff being dumped back there. Not only grass and aeration debris*
771 *but also concrete and tractors and it looks horrible. Also, the gutters there, on both sides of*
772 *that little road that goes to that area are full of construction debris.*
773

774 *Mr. Ward: That's all Lennar.*
775

776 *Ms. Blakely: But aren't we streets and gutters?*
777

778 Discussion ensued regarding the mess on the property and the streets and gutters; street
779 sweeping cleaning up some of the mess; the road and construction debris area likely
780 belonged to Lennar and Lennar being responsible for cleaning the mess.
781

782 *Ms. Blakely asked about a bridge which needed some attention.*
783

784 *Mr. Freeman stated he was aware of that bridge. He stated he had a punch list for a couple of*
785 *bridges. He noted there were areas where the irrigation was hitting the timber and rotting the*
786 *end pieces. He said he was putting epoxy on the end pieces to prevent rotting. He noted he*
787 *would be doing a full walkout with the vendor once the bridges were done and would have*
788 *the signed document saying the warranty began upon completion of construction.*
789

790 *Ms. Blakely asked if the CDD did not know whether it owned the area, why it was maintaining*
791 *the preserves.*
792

793 *Mr. Freeman responded the CDD was doing what it could do. He indicated maintaining the*
794 *preserves included cleaning out the invasives.*
795

796 *Ms. Blakely said she felt it did not make sense to maintain the preserves in the area while*
797 *allowing dumping to continue. She noted Lake 3 was still very low. She asked why Lake 3 was*
798 *not rising at the same rate as the other lakes in the in the community.*
799

800 *Mr. Freeman stated he would look into Lake 3.*
801

802 Discussion ensued regarding Lake 3; possible reasons the water was not rising at the same
803 rate in Lake 3 as the other lakes; and the need for more rain.
804

805 *Mr. Hamilton asked why the sand was not installed on the path to the lake.*
806

807 *Mr. Freeman: I spoke with them twice. They said they don't have the staff to do it.*
808

Chairperson Brady: Until there is a general manager and a golf pro back, it is probably going to be hard to get done.

Ms. DeLuca: Where are we at with the golf cart community?

Chairperson Brady: They are working on adjusting two more things in the actual verbiage. He said he would send me an email as soon as it is ready to go to the board. I would say probably not until September.

Ms. DeLuca: I will tell you, they are very confused on how to register an LSV, and they are trying to catch up. I just gave up for the summer and said I would pick it up again in the fall.

Chairperson Brady: I still don't think it will make any difference whatsoever. I'm still going to be illegal either way.

ELEVENTH ORDER OF BUSINESS

Public Comments

Chairperson Brady asked if there were any public comments or questions about non agenda items. She noted each individual had three minutes to speak.

Ms. Katherine Kircher (ph) asked if the CDD had been conveyed Heritage Landing Blvd and the single family home streets. She asked if the Coach Home and Veranda roads were being conveyed to the Master HOA. She said she understood the plat was delayed for a signature from the CDD for issues related to the Golf Course. She noted she was late to the meeting, and these questions might already have been answered.

Ms. Mary Lumpp she asked how the CDD board members were elected. She requested all election specifics.

Mr. Jeff Gordon stated he felt the corner looked better without the Royal Palm and it did not need to be replaced. He stated he felt Lennar should take care of the easements as it should have done to start with, and if it took longer to get the plat, that was okay, at least it would have been done correctly. He said he worried there would be conflict within the community if the CDD pushed the easement through as suggested; it did not sound like there was any compromise.

Ms. Char Laursen asked if the bridge contractor was responsible for picking up the bridge construction debris, even under the bridges.

Mr. Freeman responded in the affirmative.

Mr. Larry Graham said there had been a lot of problems with the gates over the years. He noted that many issues were now able to be resolved online through the app. He asked why anyone was needed to work 20 hours a week at the front gate. He said he did not feel that was necessary and the costs would add up. He asked if the Royal Palm replacement was covered by insurance.

857 Mr. Ward responded the Royal Palm was not covered by insurance.

858

859 Mr. Dave H. asked for a summary of what was being done regarding the plat and the
860 easements.

861

862 Ms. Kircher noted she had additional questions based upon how her first questions were
863 answered. She asked if road conveyance had taken place outside of the plat being signed.

864

865 Mr. Hamilton thanked Vickey DeLuca for all her hard work with FPL. He said with respect to
866 the rear circle, back entrance, there was still gravel around the circle. He suggested putting
867 down some dirt and lawn over the gravel and he volunteered to take care of it if the CDD
868 allowed. He noted laying some sod would greatly beautify the area. He noted many of the
869 ponds had protruding white PVC piping, and from areas of CDD land. He asked if the CDD
870 could remove the piping.

871

872 Ms. Timi McCauley asked about the striping on Heritage Landing Blvd which needed to be
873 repainted.

874

875 Ms. Jill Korralec asked about the parcel the CDD considered purchasing out front.

876

877 Mr. Mark Ankenauer asked where he could find the budget to actuals.

878

879 Chairperson Brady asked if there were any additional questions or comments from anyone in
880 person or online; there were none. She closed public comments. She began answering
881 questions. She stated the budget to actuals could be found on the CDD website, attached to
882 the meeting agendas in the documents section. She stated the CDD did own Heritage
883 Landing Blvd and the single family home roads. She reported the access roads for the
884 condos, and Coach Homes were considered parking easements and were dedicated to the
885 Master HOA. She noted the platted survey was not yet signed; an in depth conversation was
886 held today in this regard and regarding the easement. She explained the CDD's requested
887 easement was not acceptable to the Golf Board, so the CDD directed the attorney and Mr.
888 Ward to do a reciprocal easement with Lennar, as Lennar technically owned the property, to
889 be signed at the same time as the plat. She indicated Lennar should have done this from the
890 beginning.

891

892 Mr. Ward discussed how CDD Board Members were elected including qualified elector
893 requirements, the qualification period, the dates of election and seat terms.

894

895 Chairperson Brady indicated she was not running for reelection; Gary Hamilton and Vickey
896 DeLuca were up for election and completed the paperwork for qualification; no one else
897 filled out paperwork to run against Mr. Hamilton or Ms. DeLuca. She stated Mike Giese
898 qualified for the third seat which would be open this November. She explained as no one was
899 running against these individuals, there would be no election; Mr. Hamilton, Ms. DeLuca and
900 Mr. Giese would simply fill the vacated seats beginning in December. She noted in
901 December the Officers of the Board would be reappointed.

902

903 Ms. DeLuca explained the seats and terms rotated every two to four years.

904

Chairperson Brady stated if there were multiple candidates running for a single seat, voting for the Board Members would take place at the polls during the November election. She discussed why she did not want to serve on the CDD any longer. She explained why Heather was needed at the front gate to assist residents with necessary documents, the app, and the new Entrance IQ system. She discussed the possibility of cutting down Heather's hours and the possibility of a virtual system to assist those trying to gain entry after hours.

Ms. DeLuca stated she was getting requests from residents to bring back the night attendants, as well as keeping the day attendant. She discussed how much Heather was helping residents with the front gate. She stated if Heather was not present to assist, then Mr. Ward or Vivian would need to step in to assist and costs would go up.

Mr. Ward discussed how much work Heather did and how helpful she was to the residents.

Chairperson Brady noted the rocks around the circle looked good; Lennar put in rocks due to construction vehicles kicking up the sand.

Mr. Freeman noted the Sysco trucks were still running over the rocks around the circle.

Chairperson Brady explained the trucks were using the circles to turn around because there was no other place for the trucks to do so.

Discussion ensued regarding trucks running over the rocks; the possibility of installing pavers around the circle for around \$4,500 dollars; and installing sod around the circle.

Chairperson Brady explained the CDD could not allow a resident to volunteer to install the sod at their own expense due to governmental liability.

Discussion continued regarding the pros and cons of installing sod versus pavers; and the option of installing sod and if the sod failed, putting the rock back.

Chairperson Brady noted there were several areas with white PVC pipe sticking up out of the ground. She said she was unsure what the conduits were marking.

Mr. Freeman stated he was identifying the outfalls and was obtaining a price to remove the pipes where possible. *I know we are still doing some things, and we removed some of their survey markings, but that's kind of a big deal, so I don't want to actually do anything until they are completely out of here.*

Ms. DeLuca noted there were different colors which identified different things such as electric or water.

Chairperson Brady stated Lennar did not plan on striping the new road lift which upset her immensely. She noted originally striping was in the budget, but when the budget was cut back it was removed, so at this point there were no plans to stripe or restripe the road. She noted she felt in two years the whole front area would need to be restriped. She indicated the cost to stripe the roads was between \$25,000 dollars and \$35,000 dollars. She discussed

where the bike lanes could be located when the road was striped. She asked Mr. Ward about the outlay parcel the CDD planned to purchase.

Mr. Ward: Once the plat is recorded, the CDD would be able to purchase the land.

Mr. Hamilton suggested the CDD's website could use an update/modernization including the addition of board member email addresses and other contact information.

Discussion ensued regarding the potential to violate the Sunshine Law through email sharing between board members; not including board member email addresses on the website in an abundance of caution to prevent violation of the Sunshine Law; residents sending emails to Mr. Ward as opposed to the board members; and Mr. Ward forwarding board members emails when necessary.

Mr. Greg Urbancic: Under Chapter 189.069, on our website, it says the name, official address, official email address, and if applicable, term and appointing authority for each member of governing body of the special district. My concern is we should be consistent with that, and if everyone has a CDD email, then that would suffice, but we should be sure we are consistent with 189.

Chairperson Brady: On the website, we have our names, our titles, our seat and our terms and then all the emails are Jim's.

Mr. Ward: That complies with 189 in my opinion because the emails will come to me. If they are specifically for each one of you then I turn around and provide it to you individually and then keep the email to the extent it is needed pursuant to public records law.

Discussion ensued regarding how this method was indeed consistent with Chapter 189.069.

Chairperson Brady stated she would not recommend changing how this was done.

Mr. Hamilton discussed his research into other CDD websites and how other CDDs conducted business. He recommended residents reach out to the CDD with concerns as opposed to posting complaints on social media.

Chairperson Brady stated she worried about violating the Sunshine Law if individual Tern Bay CDD emails were assigned to the Board Members. She said if the Board wished, it could be done, but she would be extremely cautious.

Ms. Deluca stated the CDD website was limited by ADA compliance. She said the CDD website could not be like HOA websites due to ADA compliance rules.

Discussion continued regarding the CDD website; how the website was organized; ADA accessibility; and HOA websites versus CDD websites.

TWELFTH ORDER OF BUSINESS

Adjournment

1000 The meeting was adjourned at approximately 12:33 p.m.

1001

1002 **On MOTION made by Vickey DeLuca, seconded by Gary**
1003 **Hamilton, and with all in favor, the meeting was adjourned.**

1004

1005

Tern Bay Community Development District

1006

1007

1008

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1010

James P. Ward, Secretary

Tara Brady, Chairperson

1011

RESOLUTION 2026-15

A RESOLUTION THE POLICY OF THE TERN BAY COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS AUTHORIZING THE ADOPTION OF THE STATEWIDE MUTUAL AID AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the state or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TERN BAY COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. In order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

SECTION 2. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification, or withdrawal of this Resolution.

SECTION 3. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 4. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 5. This Resolution shall become effective immediately upon passage.

**TERN BAY COMMUNITY DEVELOPMENT DISTRICT
RESOLUTION 2026-15**

September 22, 2026

PASSED AND ADOPTED by the Board of Supervisors of the Tern Bay Community Development District, Charlotte County, Florida, this 22nd day of September, 2026.

ATTEST:

**TERN BAY COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Tara Brady, Chairperson



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

TERN BAY
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: James P. Ward, Secretary

Title: Tara Brady, Chairman

Date: _____

Approved as to Form:

By: _____

Greg Urbancic, District Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



MEMORANDUM

To:

Jim Ward

From:

Clay Rebol

Date:

August 19, 2026

Subject:

Heritage Landing - SWFWMD Phase I Modification Transfer to Operation

Summary

The Southwest Florida Water Management District (SWFWMD) has requested that ERP Permit No. 43026119.015 be transferred to the operation phase. This permit modification revised the product layout within Pod H, Pod I, and Little Pod A and included the addition of Lakes Q4 and Q5.

The ERP identifies the CDD as the operation and maintenance entity (see attached ERP). Although the Request for Transfer to Operation form specifically states that the CDD is not required to sign when it is already identified as the operating entity on the permit, SWFWMD is now requiring the CDD's signature to complete the transfer.

The remainder of Phase I, permitted under ERP Permit Nos. 43026119.003 and 43026119.007, has already been transferred to the operation phase with the CDD identified as the operating entity.

Please see the attached Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity for the CDD's signature.

Clay Rebol, P.E.
Director
ATWELL, LLC



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

December 10, 2019

Lennar Homes, LLC
Attn: Darin McMurray
10481 Six Mile Cypress Pkwy.
Fort Myers, FL 33966

Subject: **Notice of Intended Agency Action - Approval
ERP Individual Construction Major Modification**

Project Name: Heritage Landing Phase I Modification
App ID/Permit No: 787146 / 43026119.015
County: Charlotte
Sec/Twp/Rge: S20/T42S/R23E, S17/T42S/R23E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: Tammy Lyday
Clayton Rebol, P.E., Banks Engineering, Inc.



An Equal
Opportunity
Employer

Southwest Florida Water Management District

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Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

December 10, 2019

Lennar Homes, LLC
Attn: Darin McMurray
10481 Six Mile Cypress Pkwy.
Fort Myers, FL 33966

Subject: **Notice of Agency Action - Approval**
ERP Individual Construction Major Modification

Project Name: Heritage Landing Phase I Modification
App ID/Permit No: 787146 / 43026119.015
County: Charlotte
Sec/Twp/Rge: S20/T42S/R23E, S17/T42S/R23E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
 [As-Built Certification and Request for Conversion to Operation Phase](#)
 Notice of Authorization to Commence Construction
 Notice of Rights
cc: Tammy Lyday
 Clayton Rebol, P.E., Banks Engineering, Inc.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION
PERMIT NO. 43026119.015**

EXPIRATION DATE: **December 10, 2024**

PERMIT ISSUE DATE: **December 10, 2019**

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Heritage Landing Phase I Modification

GRANTED TO: Lennar Homes, LLC
Attn: Darin McMurray
10481 Six Mile Cypress Pkwy.
Fort Myers, FL 33966

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the modification of a previously permitted and constructed stormwater management system approved under Environmental Resource Permit (ERP) Nos. 43026119.001, 44026119.003, 44026119.006, and 44026119.007 serving a residential project. The modifications approved in this permit are as follows:

1. Construction of 54 new multi-family units, a new recreation area, and associated infrastructure.
2. Construction of new wet detention Ponds Q4 and Q5.
3. Wet detention Pond QW1 previously permitted under ERP No. 43026119.001 is to be removed.
4. Excavation of the existing littoral shelves (creating new deep pool volume) for the wet detention ponds previously permitted under ERP Nos. 43026119.001, 44026119.003 and 44026119.007.
5. Re-construction of an existing 0.02-acre cart path/roadway crossing through Wetland 2. There will be no new wetland impacts associated with this activity.
6. This Permit Modification No. 43026119.015 amends the previously issued Permit Nos. 43026119.001, 44026119.003, 44026119.006, and 44026119.007 and adds conditions. All other original permit conditions remain in effect.
7. All existing stormwater ponds will remain under their previously issued Environmental Resource Permits (ERPs) for recertification and tracking requirements.

Information regarding the stormwater management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAIN. ENTITY:	Tern Bay Community Development District
OTHER OP. & MAIN. ENTITY:	N/A
COUNTY:	Charlotte
SEC/TWP/RGE:	S20/T42S/R23E, S17/T42S/R23E
TOTAL ACRES OWNED OR UNDER CONTROL:	1778.00
PROJECT SIZE:	378.05 Acres
LAND USE:	Residential
DATE APPLICATION FILED:	June 28, 2019
AMENDED DATE:	N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Q4	1.56	MAN-MADE WET DETENTION
Q5	1.18	MAN-MADE WET DETENTION
	Total: 2.74	

Water Quality/Quantity Comments:

New authorized construction includes 54 new multi-family units, new recreational facilities, and associated new infrastructure. Water quality treatment and attenuation will be provided by new proposed wet detention Ponds Q4 and Q5 and the existing master stormwater management system constructed under ERP Nos. 43026119.001, 44026119.003 and 44026119.007.

The plans and calculations reflect the National Geodetic Vertical Datum of 1929 (NGVD 29). In order to convert to the North American Vertical Datum of 1988 (NAVD 88) subtract 1.142 feet.

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

Floodplain Comments:

This project proposes no new fill placement within a known 100-year riverine floodplain or depression storage areas associated with 100-year riverine floodplain.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Comments:

The project area for this permit modification contains 5.60 acres of streams and lake swamps (FLUCCS 615) that have been previously approved and reported in Permit No. 43026119.001, entitled Tern Bay Resort, Phase I, issued on February 24, 2004. This permit modification does not authorize any wetland impacts or change any of the previously authorized wetland impacts.

Mitigation Information

Mitigation is not required.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance. No owner of property within the subdivision may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetlands, wetland mitigation areas, wetland buffers, upland conservation areas, buffer compensation areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.
4. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - a. wetland and surface water areas
 - b. wetland buffers
 - c. limits of approved wetland impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

5. The following language shall be included as part of the deed restrictions for each lot:

"No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District."
6. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
7. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
8. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Engineering Manager at the Tampa Service Office.
9. This Permit Modification No. 43026119.015 amends the previously issued Permit Nos. 43026119.001,

44026119.003, 44026119.006, and 44026119.007 and adds conditions. All other original permit conditions remain in effect.

10. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
11. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
12. The Permitted Plan Set for this project includes the set received by the District on December 6, 2019.
13. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

14. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
15. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
16. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
17. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
18. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
19. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
20. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a

modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

21. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.
22. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
23. A "Recorded Notice of Environmental Resource Permit" Form No. 62-330.090(1) shall be recorded (by the District) in the public records of the County where the project is located.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 2. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION

Heritage Landing Phase I Modification

PROJECT NAME

Residential

PROJECT TYPE

Charlotte

COUNTY

S20/T42S/R23E, S17/T42S/R23E

SEC(S)/TWP(S)/RGE(S)

Lennar Homes, LLC

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 787146 / 43026119.015

DATE ISSUED: December 10, 2019



David Kramer, P.E.

Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: _____ Application No(s): _____
Project Name: _____ Phase (if applicable): _____

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: _____
Signature of Permittee _____ Name and Title _____
Company Name _____ Company Address _____
Phone/email address _____ City, State, Zip _____

B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____
Signature of Representative of O&M Entity _____ Name of Entity for O&M _____
Name and Title _____ Address _____
Email Address _____ City, State, Zip _____
Phone _____ Date _____

Enclosed are the following documents, as applicable:

- ☐ Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- ☐ Copy of all recorded plats
- ☐ Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- ☐ Copy of filed articles of incorporation (if filed before 1995)
- ☐ A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



WS Agreement Number:

WBS:

[optional] Cooperator PO: _____

COOPERATIVE SERVICE AGREEMENT
between
TERN BAY CDD (CDD)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to assist the CDD in controlling feral swine and other wildlife which cause property damage and pose a threat to human health & safety.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Tern Bay CDD
Richard Freeman
CDD Asset Manager
(954) 921-7781

freeman@cgsasolutions.com

James P. Ward – District Manager
2301 Northeast 37th Street
Fort Lauderdale, FL 33308
(954) 658-4900
jimward@jpwardassociates.com

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

8. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Parker Hall
State Director
USDA APHIS Wildlife Services
2820 East University Ave.
Gainesville, FL 32641
352.448.2135
Parker.T.Hall@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on 01 October 2026 and shall continue through 30 September 2027, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No: 85-8013228253C-7
APHIS-WS's Tax ID: 41-0696271

Cooperator:

James P. Ward – District Manager 2301 Northeast 37 th Street Fort Lauderdale, FL 33308 (954) 658-4900	_____
	Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Parker Hall, State Director USDA, APHIS, WS 2820 East University Avenue Gainesville, FL 32641	_____
	Date

Keith Wehner Director, Eastern Region USDA, APHIS, WS 920 Main Campus Drive; Suite 200 Raleigh, NC 27606	_____
	Date

WORK PLAN

In accordance with the Cooperative Service Agreement between Tern Bay (CDD) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

The purpose of this Cooperative Service Agreement is to assist the Tern Bay CDD in controlling wildlife, especially feral swine which cause property damage and pose a threat to human health & safety

Plan of Action

WS, through its local office, will provide a wildlife specialist to conduct wildlife management for the CDD. In the beginning the primary focus will be feral hog damage management, but WS will be available to perform direct control and/or offer technical advice to the CDD with other wildlife species that may be causing problems or concerns.

The Primary tools WS will use for hog control will be live capture feral swine traps, trail cameras, night vision, thermal imagers, and suppressed firearms. The number of traps utilized on CDD property will vary depending upon hog activity. Feral swine activity on any given property tends to have seasonality trends with certain times of the year having higher hog activity followed by lulls in activity. WS will keep 2 traps continuously on property but may increase that number up to 5 depending on what is needed to properly mitigate the swine population.

WS feral swine traps are operated with either a remote cellular camera and electronic gate latch or via conventional trip string and root stick methods. Agency policy requires all traps to be checked at minimum, every 24hrs; however, traps will be checked first thing in the morning either remotely (when applicable) or in person for conventional trap sets. If the CDD requests WS to assist with other wildlife species that cause damage, then other trap designs and control methods will be discussed with the CDD. Controlling different wildlife species requires different trap designs and control methods.

A baseline of 4 SD card trail cameras or cellular trail cameras will be deployed on CDD property at any given time during this agreement. Cameras will be placed on game trails, wildlife corridors, bait stations, and corral traps in an effort to document feral swine activity for subsequent removal. The number of SD and/or cellular cameras on CDD property will be 4 at minimum but may increase depending upon feral swine activity. Cellular cameras will be checked remotely, and SD card trail cameras will be checked on a weekly basis.

Wildlife services will work up to approximately 512 hours to primarily reduce the number of feral hogs on CDD property. Hours worked on site and charged to the agreement on a weekly/monthly basis will vary significantly and be dependent upon the feral swine activity on CDD property. At minimum, WS will conduct a site visit to CDD property once per week to maintain trail cameras, scout for new hog damage, freshen bait stations, and maintain traps. Once hog numbers have been reduced to an acceptable level, WS personnel will continue to monitor the CDD property

periodically for the rest of the agreement or until the 512 hours is exhausted. WS personnel will be monitoring for any new hog activity or sign on CDD property in an attempt to remove these new hogs before they have a chance to cause large amounts of property damage. If new hog activity is found, then WS will begin removal activities again. All monitoring activity will be reported to CDD personnel. WS will provide a short quarterly report to CDD personnel on: activities conducted during the previous month, recommendations concerning wildlife causing damage, and to note wildlife trends observed from removal efforts over time.

WS will work with the CDD point of contact to field and respond to any resident reported hog damage. It is encouraged that residents reports all hog damage to the CDD and the CDD point of contact relays the report as soon as possible. At the discretion of the CDD point of contact, the WS technician's phone number will also be available for direct communication with residents.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$16,511.82
Travel		\$0.00
Vehicles		\$0.00
Other Services		\$50.00
Supplies and Materials		\$1,500.00
Equipment		\$1,600.00
Subtotal (Direct Charges)		\$19,661.82
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$2,162.80
Indirect Costs	16.15%	\$3,175.38
Aviation Flat Rate Collection		
Agreement Total		\$25,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$25,000.00		

Financial Point of Contact/Billing Address [as appropriate]:

Cooperator Name, Address, Phone Number, Email

Tern Bay CDD
 Richard Freeman
 CDD Asset Manager
rfreeman@cgasolutions.com

(954) 921-7781

James P. Ward
 District Manager
 2301 Northeast 37th Street
 Fort Lauderdale, FL 33308
jimward@jpwardassociates.com

(954) 658-4900

APHIS-WS State Office Name, Address, Phone Number, Email

Vielka Dyer, Budget Analyst
 2820 East University Avenue
 Gainesville, FL 32641
 (352) 448-2137
vielka.g.dyer@usda.gov

To: Board of Supervisors

From: District Manager

RE: 2024 Florida Statutes (including 2025C)
Section 189.0694 Special Districts; Performance Measures and Standards

Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, each special district must establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved. Additionally, by December 1 of each year thereafter, each special district must publish an annual report on the district's website describing: (a) The goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination; and (b) Any goals or objectives the district failed to achieve.

District Management has identified the following key categories to focus on for Fiscal Year 2026 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached hereto as **Exhibit A** to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance and further enhance their commitment to the accountability and transparency of the District.

TERN BAY COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 - September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☒ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☒ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Exhibit A - Goals, Objectives and Annual Reporting Form

Measurement: Monthly website reviews will be completed to ensure meeting minutes, and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☒ No ☐

2. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 2.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☒ No ☐

Goal 2.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Exhibit A - Goals, Objectives and Annual Reporting Form

Achieved: Yes ☒ No ☐

Goal 2.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☒ No ☐

James P. Ward, District Manager

_____, Chairman

Date

Date

MEMO

District Manager: James P. Ward
2301 Northeast 37th Street
Fort Lauderdale, Florida 33308
Phone: 954.658.4900
Email: Wardj@pfm.com

To: Board of Supervisors
From: James P. Ward
Date: August 5, 2026
Re: Commission on Ethics Electronic Financial Disclosure Management System (EFDMS), Financial Disclosure Forms and Required Ethics Training

Ethics Training Requirements:

Pursuant to Section 112.3142, *Florida Statutes*, all Supervisors of a Community Development District organized and existing under the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, are required to complete four (4) hours of ethics training each calendar year. The four (4) hours of Ethics Training shall be allocated amongst the following categories:

- two (2) hours of ethics law,
- one (1) hour of Sunshine Law; and
- one (1) hour of Public Records law

Supervisors will report their 2026 training when they fill out their Form 1 (Statements of Financial Interests) for the year 2027 by checking a box confirming that they have completed the annual Ethics Training.

Please note that the four (4) hours of the Ethics Training do not have to be completed all at once. *ETHICS TRAINING IS REQUIRED TO BE COMPLETED BY DECEMBER 31, 2026 FOR THE FORM 1 THAT IS FILED IN 2027.*

It is highly recommended that you keep a record of all ethics training used to satisfy the Ethics Training requirements. At present, there is no need to submit a certificate or letter of completion of Ethics Training. However, the Florida Commission on Ethics ("COE") advises that Supervisors maintain a record in the event they are asked to provide proof of completion of all Ethics Training.

Additionally, you may be solicited by a private organization (Florida Association of Special Districts) – to take their Ethics Training Course on their platform for which there is a fee. **You are NOT required to use their services nor pay the fees they charge.** There are several free online resources and links to resources that Supervisors might find helpful, including free training for the two (2) hour ethics portion and links to outside training(s) which can be used to satisfy the other categories of the Ethics Training. **You may take training from any source you choose.**

General Resource: Florida Commission on Ethics - [Training - Ethics \(state.fl.us\)](https://www.state.fl.us/ethics/training)

MEMO

1. Free Training Programs:

Ethics law – The COE provides several free training videos (audio/visual or audio only) covering specific ethics law topics. Please note that two (hours” in the category of ethics law are required annually. Pursuant to CEO 13-15, “hours” may be measured in fifty (50) minute increments so you should ensure you satisfactorily complete sufficient programs to satisfy the two-hour ethics requirement if choosing a combination of training videos listed below.

a. **State Ethics Laws for Constitutional Officers & Elected Municipal Officers:**

Note: Google Chrome web browser will not open – use another web browser.

[Video Tutorial](#)

b. **Office of the Attorney General offers training on Sunshine Law and Public Records Law (22-page presentation - no audio):**

[23-page presentation - no audio](#)

c. **Office of the Attorney General 2-hour Audio-only Presentation regarding Public Meetings and Public Records Law:**

[Audio presentation - no video](#)

d. **The Florida League of Cities** offers a free four-hour online course which satisfies the annual requirement to attend two hours of ethics law, one hour of Sunshine law, and one hour of Public Records law. The course is available online 24/7 and may be paused and resumed at your convenience. Registration is required for this class; however, there is no registration fee.

[Florida League of Cities Website](#)

[FLC Future Ethics Workshop Dates:](#)

[10/14/2026: 10 am - 3:30 pm](#)

[12/16/2026: 10 am - 3:30 pm](#)

2. Other Training Programs

a. **Florida State University’s Florida Institute of Government** offers a “4-Hour Ethics Course” which satisfies the annual requirement to attend two hours of ethics law, one hour of Sunshine law, and one hour of Public Records law. The course is available online 24/7 and may be paused and resumed at your convenience. The registration fee is \$79.00.

- [4-Hour Ethics Course](#)

b. **Florida Ethics Institute (FEI)** offers a 4-hour Florida Ethics & Open Government Master Class which satisfies the state’s annual ethics training requirement mandated by the Code of Ethics for Public Officers and Employees and applicable to elected municipal officers, constitution officers, and others. In accordance with the legal mandate the training consists of two hours of Ethics Law (covering Florida’s ethics laws and Art. II, s. 8, Fla. Const.), one hour of Sunshine Law (Ch. 286, F.S.), and one hour of Public Records Law (Ch. 119, F.S.) education. The cost is \$75.00.

- [Home - Florida Ethics Institute](#)

TERN BAY
COMMUNITY DEVELOPMENT DISTRICT

Monthly Asset Manager's Report
July/August 2026

Prepared For:
James Ward
District Manager
Community Development District Manager

Prepared By:



Calvin, Giordano & Associates, Inc.

A SAFEbuilt[®] COMPANY

Project Number: 25-8498

September 1, 2026

TERN BAY COMMUNITY DEVELOPMENT DISTRICT

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I. PURPOSE

The purpose of this report is to provide the District Manager with an update on recent inspection-related activities. We will continue to provide updated monthly inspection reports on the status of ongoing field activities.

II. CURRENT ASSET UPDATES

1. Entrance & Roadway Maintenance
2. Tree Trimming & Landscaping Maintenance
3. Aquatic Maintenance
4. Feral Hog Trapping Update
5. Cane Toad & Tadpole Update

1. Entrance & Roadway Maintenance – July 2026

- This month, the gate vendor was called out on two separate occasions to address issues with the back gate not closing properly. One incident appeared to be related to a power failure, while the second appeared to be the result of the gate being struck or otherwise damaged. Both issues were addressed by the vendor.
- District staff continues to monitor the progress of Bridge No. 4. The vendor is approximately 80% complete, with completion anticipated by the end of the first week of August. District staff will continue conducting inspections and developing a punch list as the project is finalized. Following completion, staff will continue to monitor the bridge for any issues during the one-year warranty period.

2. Tree Trimming & Landscaping Maintenance

Routine landscape maintenance continued throughout the District during July and included mowing, irrigation inspections, bed maintenance, trimming, fertilization, and turf weed control.

- District staff completed comprehensive irrigation wet checks on all controller zones to verify proper operation, identify broken components, and make adjustments to maximize irrigation efficiency.
- Weekly mowing was completed throughout the community on all scheduled maintenance routes to maintain a consistent appearance and healthy turf conditions.
- Landscape crews also completed scheduled shrub trimming and ornamental bed maintenance, including hand weeding and removal of undesirable vegetation from landscape beds.
- A complete fertilization and turf weed control application was performed during the first week of July. The application is expected to improve turf density, encourage healthy summer growth, and reduce nuisance weed pressure throughout the community.
- District staff continues to perform weekly landscape inspections with the contractor to identify irrigation deficiencies, turf concerns, plant replacement needs, and opportunities for ongoing landscape enhancements. Any deficiencies identified during these inspections are documented and scheduled for corrective action to ensure the community continues to meet the District's maintenance standards.

3. Aquatic Maintenance

During July 2026, the District's aquatic maintenance contractor completed its scheduled monthly inspections and maintenance throughout the entire stormwater system. The primary focus this month was routine shoreline vegetation control, maintaining open water areas, improving lake aesthetics, and preventing nuisance vegetation from becoming established.

- Routine herbicide applications targeting shoreline grasses and broadleaf weeds were completed on Lakes 1, 5, 7, 9 through 14, and Lake 40 (treated 07/09/2026). Lakes 17 through 35 also received shoreline maintenance to control grasses and nuisance vegetation before further encroachment into the littoral shelves (treated 07/16/2026).
- Additional aquatic treatments were required on Lakes 24, 29, 37, 38, and 39, where submerged aquatic vegetation and algae activity increased due to the warm summer temperatures and frequent rainfall. These lakes received targeted herbicide applications to restore open water while preserving desirable native vegetation.
- Lake 37 required additional attention during the month. District staff authorized the use of a treatment boat to improve access to areas of dense chara growth that could not be effectively reached from the shoreline (treated 07/14/2026). Follow-up inspections indicate the treatment is progressing well, and additional monitoring will continue throughout August to ensure complete control.
- Lake 8 remained a focus area as crews continued maintenance within the large littoral shelf. Extensive work was completed to suppress regrowth of spikerush following previous removal efforts, improving water flow and preserving the functionality of the native littoral shelf (treated 06/25/2026 and 07/07/2026).
- The canoe and kayak trail also received scheduled maintenance during the reporting period. Crews treated invasive vines, Brazilian pepper, torpedo grass, and other nuisance vegetation to maintain safe access while preventing invasive species from expanding into adjacent preserve areas.
- Routine inspections were completed on Lakes 2, 3, 4, 6, 15, 16, 22, 27, 28, 36, 41, and 42. These inspections confirmed the lakes remain in satisfactory condition and currently require only routine monitoring.
- As part of the District's water quality program, lake dye was applied throughout the community on 07/07/2026. The dye continues to improve the appearance of the lakes while reducing sunlight penetration, helping suppress algae growth and limiting submerged aquatic weed development during the summer months.
- District staff will continue performing weekly inspections of the aquatic system and coordinating with the contractor to ensure vegetation remains under control while preserving the long-term health and function of the District's lakes.

4. Feral Hog Trapping Update

The District's feral hog management program remained active throughout July with continued trapping and monitoring of known travel corridors.

- During the last week of July, the contractor successfully removed one (1) feral hog from Trap Location 1. Trail cameras continue to show two additional hogs utilizing this area. Based on recent activity, the contractor anticipates removing one or both remaining animals during the coming week.
- To date, the trapping program has removed 59 feral hogs throughout the community, significantly reducing rooting damage to common areas and adjacent golf course property.
- Trap Location 2 continues to show no new hog activity following the successful removal of 23 animals. Existing turf damage has stabilized and continues to recover naturally.
- Trap Location 3 remains under surveillance and currently functions primarily as a travel corridor. No property damage has been observed at this location during the reporting period.
- District staff will continue working closely with the contractor to monitor camera activity, relocate traps as necessary, and quickly respond to any new hog activity before significant damage occurs.

5. **Cane Toad & Tadpole Update**

Cane toad management services continued throughout July with inspections concentrated on historically active breeding areas throughout the community.

- Although overall breeding activity has slowed compared to the peak summer season, crews continued locating and removing egg strands, tadpoles, juvenile toads, and adults before populations could expand.

Totals through July 17:

- Approximately 6 to 7 larvae strands removed
 - Low thousands of tadpoles removed
 - Approximately 80 to 110 juvenile cane toads managed
 - Approximately 135 to 150 adult cane toads removed
- Service hours remained focused on known breeding locations where activity has historically been the highest. District staff will continue monitoring shoreline breeding activity during the remainder of the rainy season and direct additional treatments where necessary to reduce future populations.

III. LOCATION MAP

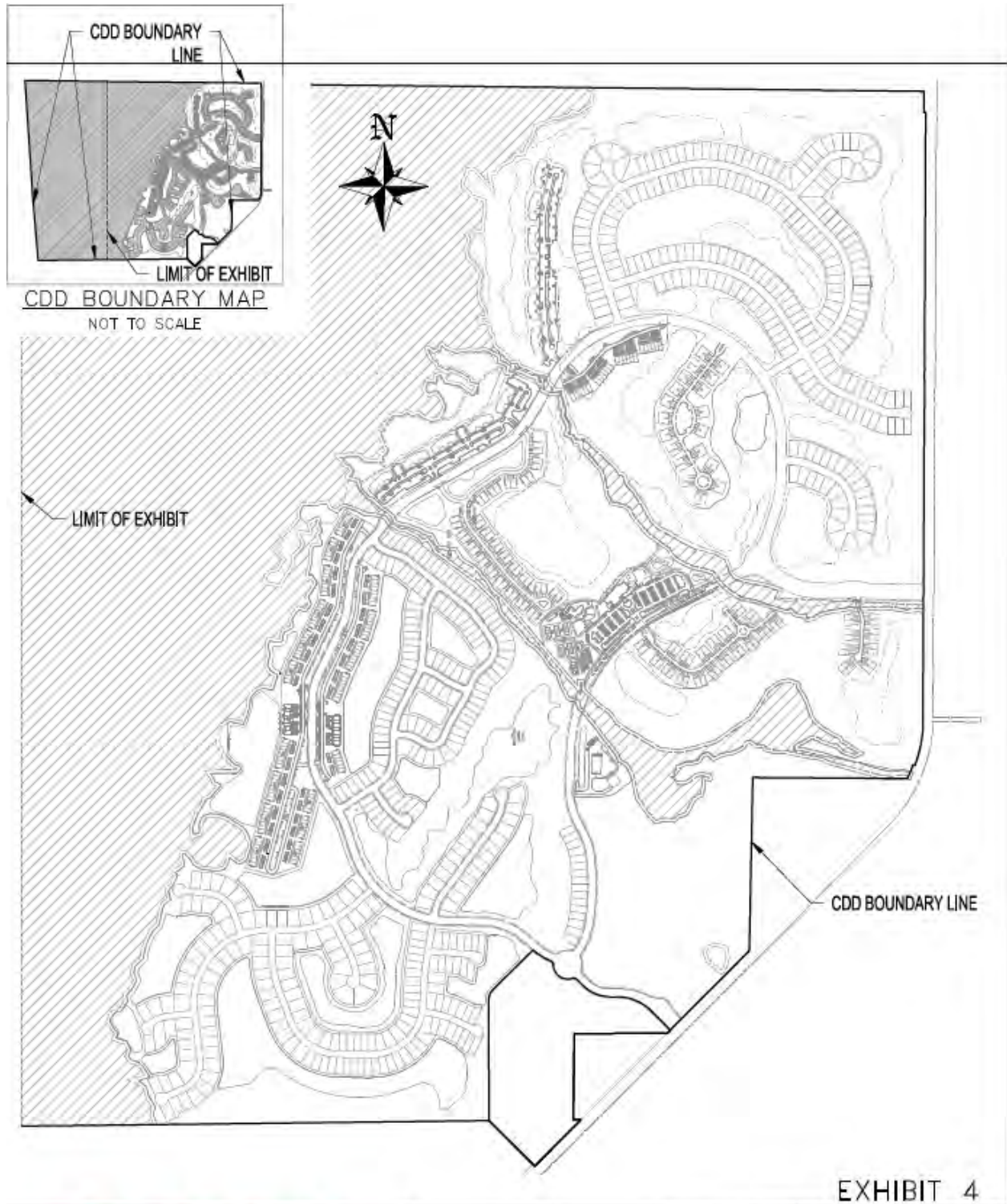


EXHIBIT 4



IRRIGATION FACILITIES
 TERN BAY CDD
 CHARLOTTE COUNTY, FLORIDA

COMPLETION DATE	PROJECT	DRAWN BY	DESIGNED BY	REVIEWED BY	SHEET
3-31-25	2292020	TBY		TBY	4



Tern Bay CDD July 2026 Quality Control Report

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
1	Treated	Grasses & Broadleaf weeds	07/09/2026		07/07/2026 Lake Dye Applied
2	Inspected				07/07/2026 Lake Dye Applied
3	Inspected				07/07/2026 Lake Dye Applied
4	Inspected				07/07/2026 Lake Dye Applied
5	Treated	Grasses & Broadleaf weeds	07/09/2026		07/07/2026 Lake Dye Applied
6	Inspected				07/07/2026 Lake Dye Applied
7	Treated	Grasses & Broadleaf weeds	07/09/2026		07/07/2026 Lake Dye Applied
8	Treated	Shoreline grasses, Broadleaf weeds & aquatic invasive species	06/25/2026, 07/07/2026		07/07/2026 Lake Dye Applied
9	Treated	Grasses & Broadleaf weeds	07/09/2026		07/07/2026 Lake Dye Applied
10	Treated	Grasses & Broadleaf weeds	07/09/2026		07/07/2026 Lake Dye Applied



11	Treated	Grasses & Broadleaf weeds	07/09/2026		07/07/2026 Lake Dye Applied
12	Treated	Grasses & Broadleaf weeds	07/09/2026		07/07/2026 Lake Dye Applied
13	Treated	Grasses & Broadleaf weeds	07/09/2026		07/07/2026 Lake Dye Applied
14	Treated	Grasses & Broadleaf weeds	07/09/2026		07/07/2026 Lake Dye Applied
15	Inspected				07/07/2026 Lake Dye Applied
16	Inspected				07/07/2026 Lake Dye Applied
17	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied
18	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied
19	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied
20	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied
21	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied
22	Inspected				07/07/2026 Lake Dye Applied

23	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied
24	Treated	Shoreline weeds, grasses, submerged vegetation & Algae	07/16/2026		07/07/2026 Lake Dye Applied
25	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied
26	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied
27	Inspected				07/07/2026 Lake Dye Applied
28	Inspected				07/07/2026 Lake Dye Applied
29	Treated	Shoreline weeds, grasses, submerged vegetation & Algae	07/16/2026		07/07/2026 Lake Dye Applied
30	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied
31	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied
32	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied
33	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied
34	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied

35	Treated	Shoreline weeds & grasses	07/16/2026		07/07/2026 Lake Dye Applied
36	Inspected				07/07/2026 Lake Dye Applied
37	Treated	Submerged vegetation & Algae	07/14/2026		07/07/2026 Lake Dye Applied
38	Treated	Shoreline weeds, grasses, submerged vegetation & Algae	07/16/2026		07/07/2026 Lake Dye Applied
39	Treated	Shoreline weeds, grasses, submerged vegetation, & Algae	07/16/2026		07/07/2026 Lake Dye Applied
40	Treated	Grasses & Broadleaf weeds	07/09/2026		07/07/2026 Lake Dye Applied
41	Inspected				07/07/2026 Lake Dye Applied
42	Inspected				07/07/2026 Lake Dye Applied
Kayak Trail	Treated	Vines, sm. peppers, torpedo grass & other nuisance vegetation	06/19/2026		



1956 Bruce B Downs Blvd Suite 308
Wesley Chapel FL 33543
(844) 525-3735,
CustomerSupport@PremierLakesFL.com

Work Order

DATE	07/07/2026 -
TECH(S)	Lawrence O'Day
JOB #	1076925489

CUSTOMER
Tern Bay CDD Richard Freeman
(954) 644-9630
rfreeman@cgasolutions.com

SERVICE LOCATION
Tern Bay CDD
(954) 644-9630
rfreeman@cgasolutions.com

JOB DETAILS	Annual Lake Dye Application
--------------------	-----------------------------

JOB CATEGORY	Annual Lake Maintenance
---------------------	-------------------------

COMPLETION NOTES	Today I completed the monthly dye application and put dye into lakes 1-42
-------------------------	---



1936 Bruce B Downs Blvd Suite 308
Wesley Chapel FL 33543
(844) 525-3735,
CustomerSupport@PremierLakesFL.com

Work Order

DATE	06/25/2026 -
TECH(S)	Chance Williams
JOB #	1083415648

CUSTOMER
Tern Bay CDD Richard Freeman (954) 644-9630 rfreeman@cgasolutions.com

SERVICE LOCATION
Tern Bay CDD (954) 644-9630 rfreeman@cgasolutions.com

JOB DETAILS	Annual Lake Maintenance- weekly
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JOB CATEGORY	Annual Lake Maintenance
---------------------	-------------------------

COMPLETION NOTES	Inspected the property. Treated lake 8 for shoreline grasses and aquatic invasive species.
-------------------------	--



1955 Bruce B Downs Blvd Suite 308
Westley Chapel FL 33543
(844) 525-3735,
CustomerSupport@PremierLakesFL.com

CUSTOMER

Tern Bay CDD
Richard Freeman

(954) 644-9630

rfreeman@cgasolutions.com

Work Order

DATE

07/09/2026 -

TECH(S)

Lawrence O'Day

JOB #

1083415651

SERVICE LOCATION

Tern Bay CDD

(954) 644-9630

rfreeman@cgasolutions.com

JOB DETAILS

Annual Lake Maintenance- weekly

JOB CATEGORY

Annual Lake Maintenance

COMPLETION NOTES

Today i treated lakes 1, 5, 40, 7, 14, 8, 9, 13, 10, 12, and 11 for grasses and broad leafs.



1955 Bruce B Downs Blvd Suite 308
Wesley Chapel FL 33543
(844) 525-3735,
CustomerSupport@PremierLakesFL.com

Work Order

DATE	07/16/2026 -
TECH(S)	Lawrence O'Day
JOB #	1083415652

CUSTOMER
Tern Bay CDD Richard Freeman (954) 644-9630 rfreeman@cgasolutions.com

SERVICE LOCATION
Tern Bay CDD (954) 644-9630 rfreeman@cgasolutions.com

JOB DETAILS	Annual Lake Maintenance- weekly
--------------------	---------------------------------

JOB CATEGORY	Annual Lake Maintenance
---------------------	-------------------------

COMPLETION NOTES	Today I treated lakes 18, 19, 20, 29, 25, 26, 24, 30, 31, 32, 33, 35, 38, 39, 34, 23, 17, and 21 for shoreline weeds and grasses. I also treated lakes 24, 38, 29, and 39 for algae and submerged vegetation.
-------------------------	---



1955 Bruce B Downs Blvd Suite 308
Wesley Chapel FL 33543
(844) 525-3735,
CustomerSupport@PremierLakesFL.com

Work Order

DATE	07/14/2026 -
TECH(S)	Lawrence O'Day
JOB #	1092445891

CUSTOMER
Tern Bay CDD Richard Freeman (954) 644-9630 rfreeman@cgasolutions.com

SERVICE LOCATION
Tern Bay CDD (954) 644-9630 rfreeman@cgasolutions.com

JOB DETAILS	Annual Lake Miantenance
--------------------	-------------------------

JOB CATEGORY	Annual Lake Maintenance
---------------------	-------------------------

COMPLETION NOTES	Today I treated lake #37 for submerged vegetation and algae.
-------------------------	--



1936 Bruce B Downs Blvd Suite 308
Wesley Chapel FL 33543
(844) 525-3735,
CustomerSupport@PremierLakesFL.com

Work Order

DATE	06/19/2026 -
TECH(S)	Rene Acevedo, Wetland Crew
JOB #	1092785527

CUSTOMER
Tern Bay CDD Richard Freeman (954) 644-9630 rfreeman@cgasolutions.com

SERVICE LOCATION
Tern Bay CDD (954) 644-9630 rfreeman@cgasolutions.com

JOB DETAILS	Kayak Trail
--------------------	-------------

JOB CATEGORY	Annual Wetland/Preserve Maintenance
---------------------	-------------------------------------

COMPLETION NOTES	Treated Kayak trail for Vines, sm. peppers, torpedo grass & other nuisance vegetation
-------------------------	---

Tern Bay CDD
Landscaping
Issues
July 2026



Burnt Store
Road



Burnt Store Road



Burnt Store Road



Burnt Store Road



Burnt Store Road



Burnt Store Road



Burnt Store Road



Burnt Store
Road



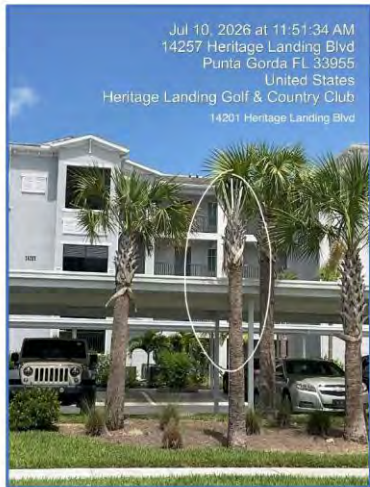
Burnt Store
Road



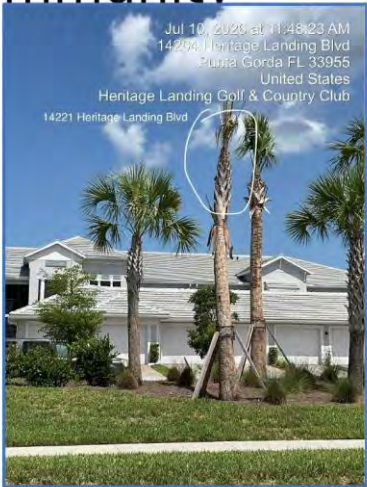
Burnt Store
Road



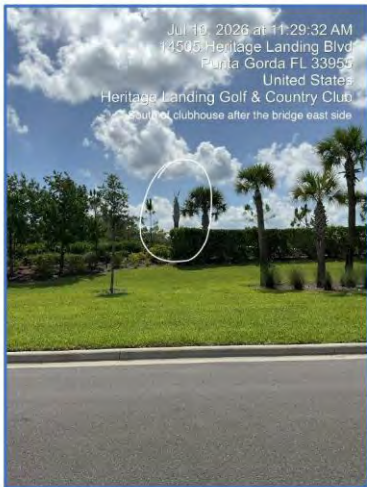
Inside The
Community



Inside The Community



Inside The Community



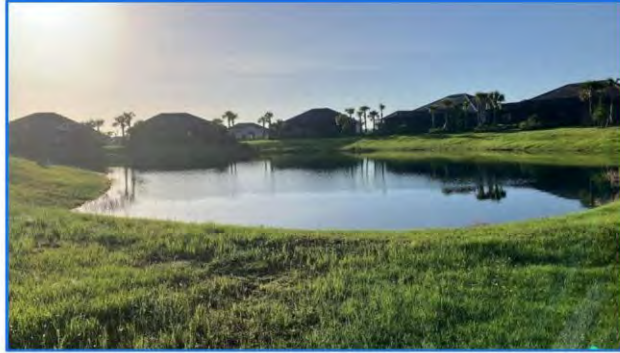
Inside The Community



Tern Bay CDD
Aquatic System
July 2026



Lake 1



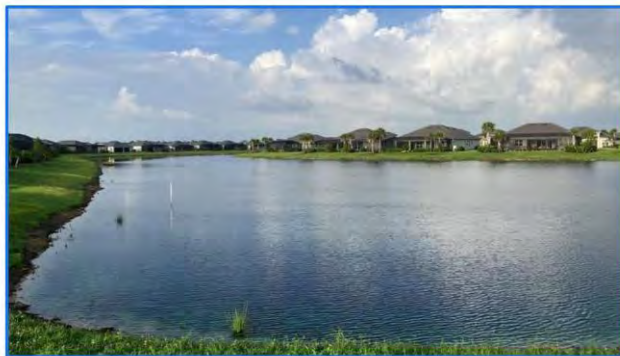
Lake 2



Lake 3



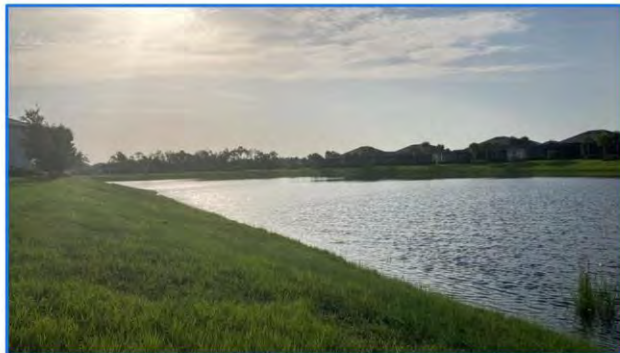
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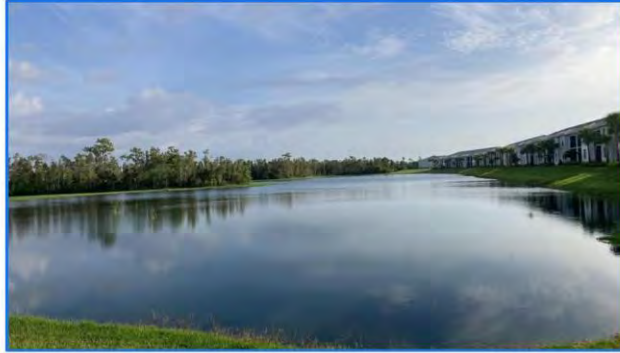
Lake 5



Lake 6



Lake 7



Lake 8



Lake 9



Lake 10



Lake 11



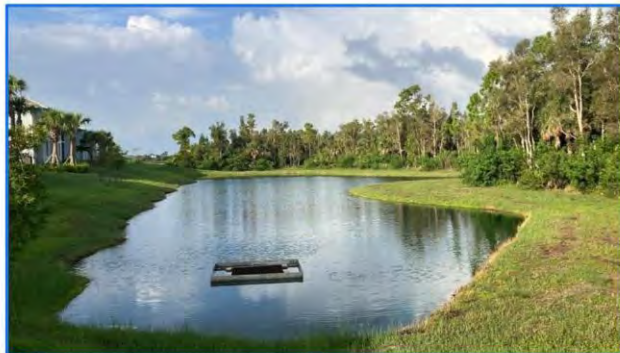
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Lake 13



Lake 14



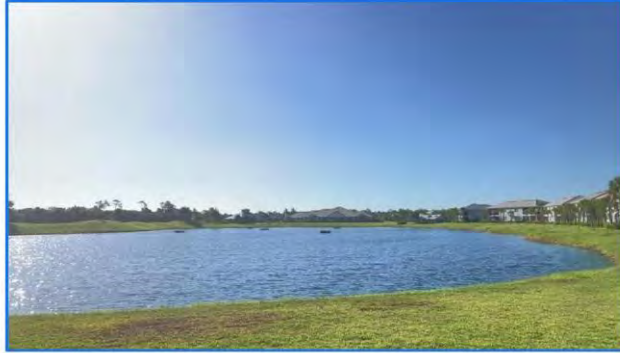
Lake 15



Lake 16



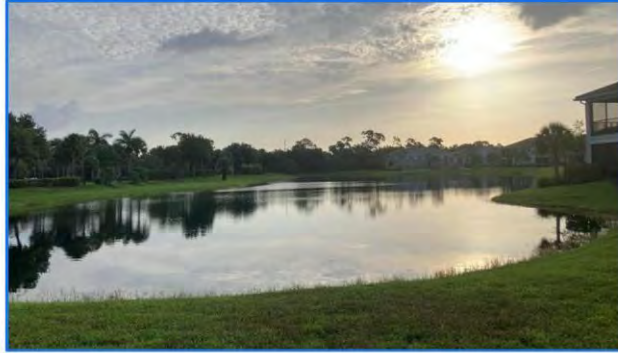
Lake 17



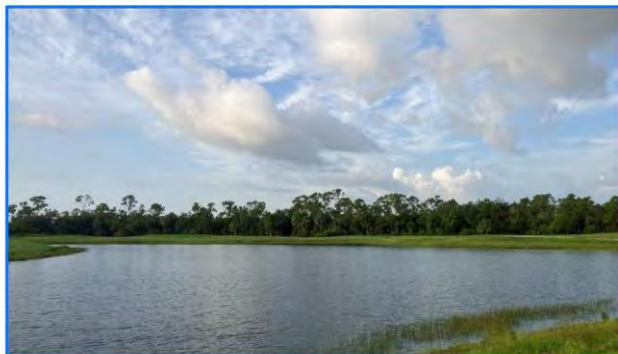
Lake 18



Lake 19



Lake 20



Lake 21



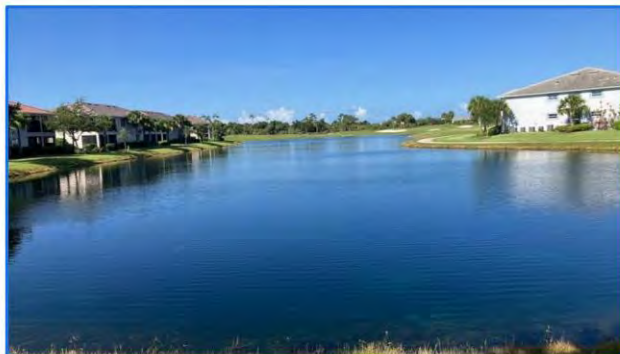
Lake 22



Lake 23



Lake 24



Lake 25



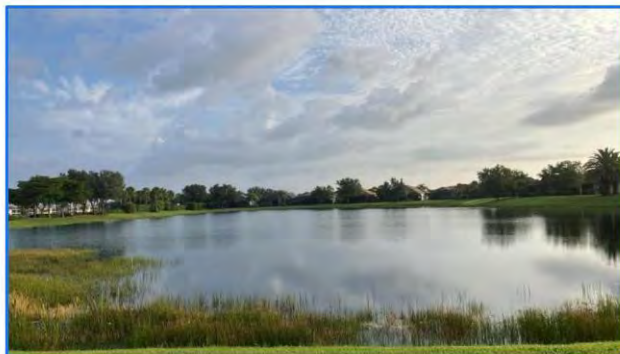
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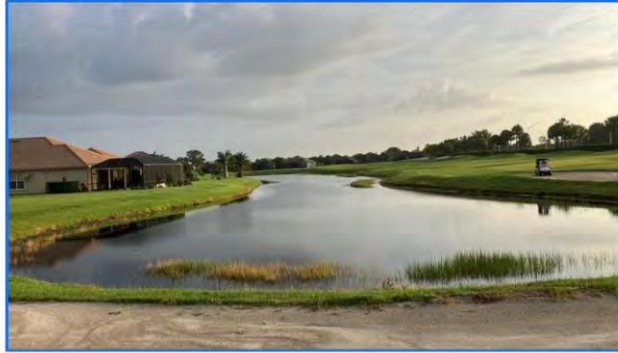
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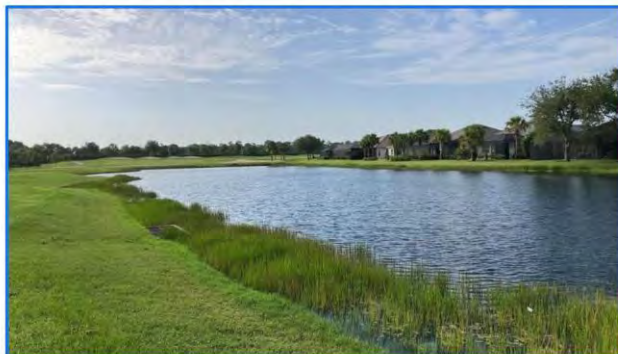
Lake 28



Lake 29



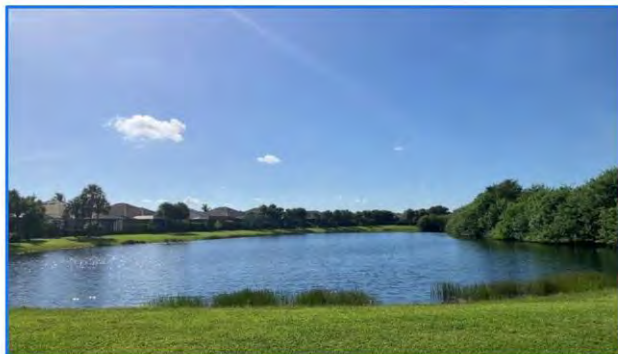
Lake 30



Lake 31



Lake 32



Lake 33



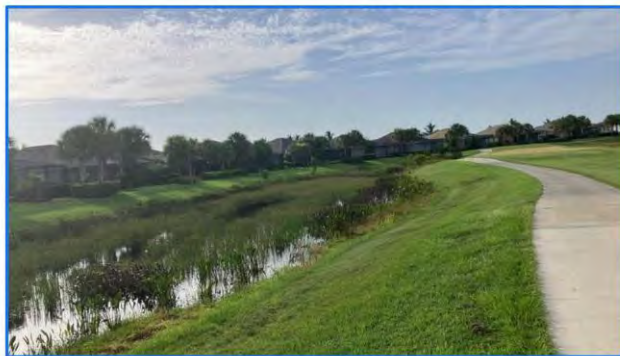
Lake 34



Lake 35



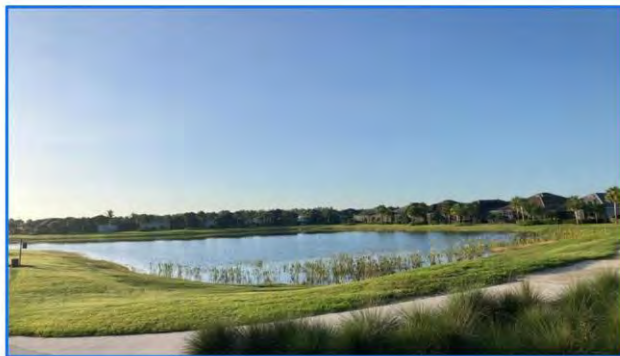
Lake 36



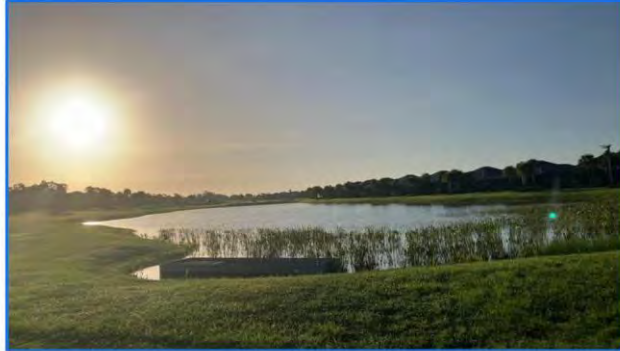
Lake 37



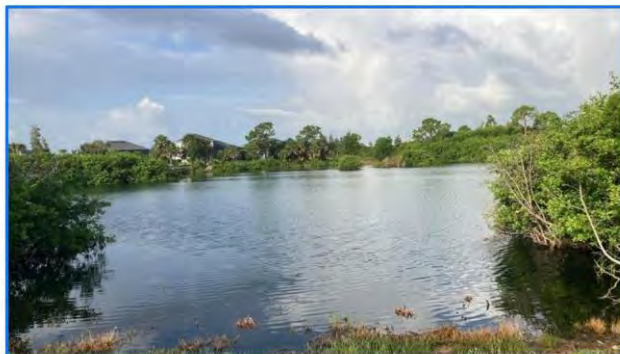
Lake 38



Lake 39



Lake 40



Lake 41



Lake 42



CURRENT ASSET UPDATES – AUGUST 2026

1. Entrance & Roadway Maintenance

District staff received a resident concern regarding damaged ADA mats. In response, District staff performed an inspection of the ADA mats throughout the community. The inspection findings and photos are provided in the ADA Crossing Pad Punch List attached in the Supporting Documentation section below.

District staff also conducted an inspection of the landscaping throughout the boulevard and Burnt Store Road. Staff identified several locations where plant material needs to be replaced or additional plants are needed to fill gaps. Photos and a list of the identified locations were provided to SunnyGrove, and a proposal has been received for the recommended improvements. Additional areas along the boulevard require new sod, and District staff is also evaluating the hedge line near the rear gate for potential replacement or enhancement.

The Guard House IT and electrical equipment was cleaned up and reorganized to improve functionality and accessibility. An extension cord was removed, and a new whiteboard/corkboard was installed. District staff also disposed of unwanted equipment that had accumulated in the Guard House and is evaluating several areas where interior paint touch-ups may be needed.



District staff is aware that the decorative lighting on three palm trees is currently not operational. The lighting vendor is scheduled to be onsite during the third week of August to replace the nonfunctioning decorative lighting with new lighting.

District staff is preparing for the upcoming fiscal year and holiday season. Mulch installation is anticipated for late October or early November. Staff is also coordinating the trimming of palms and trees along the boulevard in preparation for the installation of holiday decorations at the front entrance. New holiday annuals are also anticipated to be installed in early November.

The gutter issue near Veranda III continues to be addressed through Lennar. District staff continues to monitor the ongoing construction and will follow up as necessary.



District staff identified several light poles that remain illuminated during daylight hours. The affected poles have been reported to FPL, and District staff will continue to follow up until the issues have been corrected.



District staff is also aware of electrical issues affecting the lighting on two bridges. The issues appear to be associated with the electrical panel rather than the recently installed lighting system. Staff continues to coordinate with the electrical vendor to troubleshoot the issues and ensure all bridge lighting is operating properly.

The Bridge Project has been completed. Following completion of the primary construction, District staff worked with the bridge vendor to identify various punch-list items. The punch list, including supporting photographs, is attached in the Supporting Documentation section below. The bridge vendor addressed these items throughout August, and the identified punch-list work has now been completed. District staff will continue to monitor the workmanship and overall condition of the bridges, including the pavers and lighting, throughout the one-year warranty period. Any warranty-related items identified during this period will be documented and provided to the appropriate vendor for corrective action.



2. *Tree Trimming & Landscaping Maintenance*

Routine landscape maintenance continued throughout the District during August and included irrigation wet checks, mowing, trimming, and bed weeding on the schedule below.

- Irrigation wet check – Timer 1 & 2: 8/10/2026; Timer 3 & 4: 8/11/2026.
- Mowing – Zone 1-2: 8/3, 8/10, 8/17, 8/24, 8/31; Zone 3-4: 8/5, 8/12, 8/19, 8/26; Zone 23-24: 8/6, 8/13, 8/20, 8/27.
- Trimming – Zone 1: 8/31; Zone 2: 9/1; Zone 3: 9/2; Zone 4: 9/2; Zone 23: 8/18; Zone 24: 8/19.
- Bed weeding – Zones 1-2: 8/17; Zones 3-4: 8/18.

An area near the back gate roundabout was recently repaired with new St. Augustine sod. The sod was establishing well until the developer accessed the area with large equipment and damaged it again. District staff is currently monitoring the area to determine whether the developer will repair the damage or if the District will need to complete the repairs.

Given the repeated damage in this location, District staff recommends evaluating a more permanent, long-term solution rather than continuing to replace sod. Options may include installing an approximately three-foot-wide concrete apron around the perimeter of the roundabout or utilizing pavers. Staff will review these alternatives, including costs and maintenance considerations, and determine the most practical long-term solution.



3. *Aquatic Maintenance*

During August 2026, the District's aquatic maintenance contractor treated a significant number of lakes for algae and submersed vegetation. The increase in algae growth is most likely due to nutrient loading from recent heavy rainfall. Many of the submersed weed treatments were follow-up treatments to lakes previously treated to ensure good control. Standard shoreline grass and weed spraying continued as needed, and lake dye was applied to all lakes on 8/4/2026. The Kayak Trail was also treated (7/3/2026).

Two of the treatment days during the period were either very windy or windy and raining, which made treatment more difficult and slower than usual. Full lake-by-lake treatment detail is provided in the Quality Control Report in the Supporting Documentation section below.

4. Feral Hog Trapping Update

- **Trap Location 1: (26.82339, -82.03476)**
 - Total Feral Swine Removed at This Location: 33
 - Damage Report: There is currently no damage along the edge of the golf course. There are no pigs remaining on camera.
 - Action Plan: District staff will continue to bait and monitor this trap location to prevent future pigs from working their way onto the golf course.
- **Trap Location 2: (26.80918, -82.04065)**
 - Total Feral Swine Removed at This Location: 23
 - Damage Report: No new damage has occurred at this location since the removal of 23 pigs. Damage has subsided.
 - Action Plan: All 23 pigs on camera have been removed from this location as of December 16th. Monitoring will continue for new pigs.
- **Trap Location 3: (26.81734, -82.03705)**
 - Total Feral Swine Removed at This Location: 5
 - Damage Report: There is no damage at this location. It appears to be a travel corridor for pigs throughout the property.
 - Action Plan: Camera monitoring will continue.

August Update: 2 hogs were removed this month from Trap Location 1. No hogs remain on camera at this location, and no activity has been detected in any other area.

District staff also notes that the feral hog trapping contract is up for renewal, with the current contract expiring October 1st.

5. Cane Toad & Tadpole Update

Cane toad activity stayed consistent through August. All lakes were covered during the monthly rotation, with larvae strands and tadpoles pulled at active spots along the banks, and baby toads handled at a number of locations. Breeding kept up at a steady pace all month, with evening service bringing in consistent adult counts across the lakes and maintained grounds around them through the second half of the month.

August Totals:

- Larvae Strands Removed: 16
- Tadpoles Removed: ~45,000+
- Adult Toads Removed: ~190–205

August 2026 Quality Control Report

Lake #	Treatment / Inspection	Target	Treatment Date(s)	Observations	Additional Tasks
1	Treated	Shoreline weeds	08/13/2026		8/4 Applied Lake Dye
2	Treated	Shoreline weeds	08/13/2026		8/4 Applied Lake Dye
3	Treated	Shoreline weeds	08/13/2026		8/4 Applied Lake Dye
4	Treated	Shoreline weeds, Grasses, Algae & Submersed vegetation	07/23, 07/30, 08/13/2026	7/23 very windy	8/4 Applied Lake Dye
5	Treated	Algae, Submersed Vegetation & Shoreline weeds	07/30, 08/13/2026		8/4 Applied Lake Dye
6	Treated	Shoreline weeds, Grasses, Algae & Submersed vegetation	07/23, 07/30, 08/13/2026	7/23 very windy	8/4 Applied Lake Dye
7	Treated	Algae, Submersed Vegetation & Shoreline weeds	07/30, 08/13/2026		8/4 Applied Lake Dye
8	Treated	Algae, Submersed Vegetation & Grasses	07/30, 08/06/2026	8/6 very windy & rain	8/4 Applied Lake Dye
9	Treated	Shoreline weeds & Algae	08/13/2026		8/4 Applied Lake Dye
10	Treated	Shoreline weeds, Grasses & Algae	07/23, 08/13/2026	7/23 very windy	8/4 Applied Lake Dye
11	Treated	Shoreline weeds, Grasses & Algae	07/23, 08/13/2026	7/23 very windy	8/4 Applied Lake Dye
12	Treated	Shoreline weeds, Grasses & Algae	07/23, 08/13/2026	7/23 very windy	8/4 Applied Lake Dye
13	Inspected				8/4 Applied Lake Dye
14	Treated	Algae & Submersed Vegetation	07/30/2026		8/4 Applied Lake Dye
15	Treated	Shoreline weeds & Grasses	07/23, 08/13/2026	7/23 very windy	8/4 Applied Lake Dye
16	Treated	Grasses & Shoreline weeds	07/30, 08/13/2026		8/4 Applied Lake Dye
17	Inspected				8/4 Applied Lake Dye
18	Treated	Grasses & Shoreline weeds	07/30, 08/13/2026		8/4 Applied Lake Dye
19	Treated	Shoreline weeds	08/13/2026		8/4 Applied Lake Dye
20	Treated	Shoreline weeds & Grasses	07/23/2026	7/23 very windy	8/4 Applied Lake Dye
21	Treated	Shoreline weeds & Grasses	07/23/2026	7/23 very windy	8/4 Applied Lake Dye
22	Treated	Shoreline weeds & Grasses	07/23, 08/06/2026	7/23 windy; 8/6 windy & rain	8/4 Applied Lake Dye
23	Inspected				8/4 Applied Lake Dye
24	Treated	Algae & Shoreline weeds	08/06, 08/13/2026	8/6 very windy & rain	8/4 Applied Lake Dye
25	Inspected				8/4 Applied Lake Dye
26	Inspected				8/4 Applied Lake Dye
27	Inspected				8/4 Applied Lake Dye
28	Treated	Shoreline weeds & Grasses	07/23, 08/06/2026	7/23 windy; 8/6 windy & rain	8/4 Applied Lake Dye
29	Treated	Shoreline weeds & Algae	08/13/2026		8/4 Applied Lake Dye
30	Treated	Shoreline grasses & Vines	08/06/2026	8/6 very windy & rain	8/4 Applied Lake Dye
31	Treated	Algae, Shoreline grasses & Vines	08/06/2026	8/6 very windy & rain	8/4 Applied Lake Dye
32	Treated	Algae, Shoreline grasses & Vines	08/06/2026	8/6 very windy & rain	8/4 Applied Lake Dye

Lake #	Treatment / Inspection	Target	Treatment Date(s)	Observations	Additional Tasks
33	Treated	Algae, Shoreline grasses & Vines	08/06/2026	8/6 very windy & rain	8/4 Applied Lake Dye
34	Inspected				8/4 Applied Lake Dye
35	Treated	Shoreline grasses & Vines	08/06/2026	8/6 very windy & rain	8/4 Applied Lake Dye
36	Inspected				8/4 Applied Lake Dye
37	Treated	Shoreline weeds & Grasses	07/23/2026	7/23 very windy	8/4 Applied Lake Dye
38	Treated	Algae & Submersed Vegetation	07/30/2026		8/4 Applied Lake Dye
39	Treated	Algae & Submersed Vegetation	07/30/2026		8/4 Applied Lake Dye
40	Treated	Shoreline weeds	08/13/2026		8/4 Applied Lake Dye
41	Treated	Grasses	07/30/2026		8/4 Applied Lake Dye
42	Treated	Shoreline Weeds	08/13/2026		8/4 Applied Lake Dye
Kayak Trail	Treated	Weeds	07/03/2026		
Quarterly Preserves	Treated	Native and exotic nuisance vines and other nuisance species	07/03/2026		



1936 Bruce B Downs Blvd Suite 308
Wesley Chapel FL 33543
(844) 525-3735,
CustomerSupport@PremierLakesFL.com

Work Order

DATE	08/04/2026 -
TECH(S)	Lawrence O'Day
JOB #	1076925490

CUSTOMER
Tern Bay CDD Richard Freeman
(954) 644-9630
rfreeman@cgasolutions.com

SERVICE LOCATION
Tern Bay CDD
(954) 644-9630
rfreeman@cgasolutions.com

JOB DETAILS	Annual Lake Dye Application
-------------	-----------------------------

JOB CATEGORY	Annual Lake Maintenance
--------------	-------------------------

COMPLETION NOTES	Today I completed the dye application on lakes 1-42.
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Wesley Chapel FL 33543
(844) 525-3735,
CustomerSupport@PremierLakesFL.com

Work Order

DATE	07/23/2026 -
TECH(S)	Lawrence O'Day
JOB #	1083415653

CUSTOMER
Tern Bay CDD Richard Freeman
(954) 644-9630
rfreeman@cgasolutions.com

SERVICE LOCATION
Tern Bay CDD
(954) 644-9630
rfreeman@cgasolutions.com

JOB DETAILS	Annual Lake Maintenance- weekly
-------------	---------------------------------

JOB CATEGORY	Annual Lake Maintenance
--------------	-------------------------

COMPLETION NOTES	Today I treated lakes 37, 10, 11, 12, 15, 20, 28, 21, 6, 4, and 22 for shore line weeds and grasses. It was very windy today.
------------------	---



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Wesley Chapel FL 33543
(844) 525-3735,
CustomerSupport@PremierLakesFL.com

Work Order

DATE	07/30/2026 -
TECH(S)	Lawrence O'Day
JOB #	1083415655

CUSTOMER
Tern Bay CDD Richard Freeman
(954) 644-9630
rfreeman@cgasolutions.com

SERVICE LOCATION
Tern Bay CDD
(954) 644-9630
rfreeman@cgasolutions.com

JOB DETAILS	Annual Lake Maintenance- weekly
-------------	---------------------------------

JOB CATEGORY	Annual Lake Maintenance
--------------	-------------------------

COMPLETION NOTES	Today I treated lakes 5, 6, 4, 7, 14, 8, 39, 38 for algae and submerged vegetation. I also treated lakes 41, 16, 18, and 8 for grasses.
------------------	---



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CUSTOMER

Tern Bay CDD
Richard Freeman

(954) 644-9630

rfreeman@cgasolutions.com

SERVICE LOCATION

Tern Bay CDD

(954) 644-9630

rfreeman@cgasolutions.com

Work Order

DATE	08/06/2026 -
TECH(S)	Lawrence O'Day
JOB #	1083415656

JOB DETAILS

Annual Lake Maintenance- weekly

JOB CATEGORY

Annual Lake Maintenance

COMPLETION NOTES

Today I treated lakes 8, 31, 32, 33, 24 for algae. I also treated lakes 32, 33, 31, 30, 22, 28, and 35 for shoreline grasses and vines. It was very windy and I got rained out at 1:45.



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Wesley Chapel FL 33543
(844) 525-3735,
CustomerSupport@PremierLakesFL.com

Work Order

DATE	08/13/2026 -
TECH(S)	Lawrence O'Day
JOB #	1083415657

CUSTOMER
Tern Bay CDD Richard Freeman
(954) 644-9630
rfreeman@cgasolutions.com

SERVICE LOCATION
Tern Bay CDD
(954) 644-9630
rfreeman@cgasolutions.com

JOB DETAILS	Annual Lake Maintenance- weekly
-------------	---------------------------------

JOB CATEGORY	Annual Lake Maintenance
--------------	-------------------------

COMPLETION NOTES	Today I treated lakes 1, 2, 3, 4, 5, 6, 40, 7, 10, 11, 12, 9, 18, 19, 29, 24, 42, 15, 16 for shoreline weeds. I also treated lakes 24, 10, 11, 12, 9, and 29 for algae.
------------------	---



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Punch List

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☐ **West Palm Beach Office** · 560 Village Boulevard · Suite 340 · West Palm Beach, FL 33409 · 561.684.6161(p) · 561.684.6360(f)

Project: ADA Crossing Pad Inspection
 Location: Tern Bay CDD
 Inspection was conducted at above property by: Bobby Ruiz and Richard Freeman
 Sheet 1 of 23
 Project No.: N/A
 Date: 7/28/26
 at 2:26 PM o'clock this date:

Contractor-Owner
Contractor: N/A
Owner: Tern Bay CDD

Attendance
Contractor: N/A
City: Punta Gorda
Engineer: Bobby Ruiz
Inspector:

The following Items are to be corrected to comply with the contract documents:

Type of Inspection	Sewer	Water	Paving	Drainage	Final	Pre-Final
ADA Crossing Pad	Longmeadow Drive & Golden Fern Drive - Two pads are cracking; will need to be replaced in 6-8 months.					
ADA Crossing Pad	Longmeadow Drive & Key Grass Court - Two pads cracking along the sides; may need to be replaced in 6-8 months.					
ADA Crossing Pad	Longmeadow Drive & Oak Hammer Court - Both pads acceptable but not installed properly.					
ADA Crossing Pad	Aliana Lane & Longmeadow Drive - Both pads acceptable but not installed properly.					
ADA Crossing Pad	Longmeadow Drive & Golden Fern Drive - Both pads acceptable but not installed properly.					
ADA Crossing Pad	Rosebud Lane & Black Cherry Way - Replace two sections; other side is OK.					
ADA Crossing Pad	Rosebud Lane & Cherry Blossom Way - Existing pad OK; evaluate adding a second pad.					
ADA Crossing Pad	Redbud Lane & Cherry Blossom Way - Replace one section.					
ADA Crossing Pad	Redwood Court & Hackberry Court - Replace two sections.					
ADA Crossing Pad	Scarlet Oak Court & Redwood Court - One pad needs to be replaced.					
ADA Crossing Pad	River Birch Court & Redwood Court - Companion pad also needs to be replaced.					
ADA Crossing Pad	River Birch Court & Redwood Court - Both pads need to be replaced.					
ADA Crossing Pad	Woodhouse Trail - One of four pads needs a 2x1 section replaced.					
ADA Crossing Pad	Near the South roundabout (address 14251) - One pad is missing; needs to be installed.					
ADA Crossing Pad	SW of Cherry Blossom Way - Pad OK; coordinate with Sunnygrove landscaping to clear weeds/grass.					

Distribution To:



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Photo Documentation

Field photos corresponding to the numbered items above.

Item 1: Longmeadow Drive & Golden Fern Drive - Two pads are cracking; will need to be replaced in 6-8 months.



Item 2: Longmeadow Drive & Key Grass Court - Two pads cracking along the sides; may need to be replaced in 6-8 months.



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Item 3: Longmeadow Drive & Oak Hammer Court - Both pads acceptable but not installed properly.



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Item 4: Aliana Lane & Longmeadow Drive - Both pads acceptable but not installed properly.



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Item 5: Longmeadow Drive & Golden Fern Drive - Both pads acceptable but not installed properly.



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Item 6: Rosebud Lane & Black Cherry Way - Replace two sections; other side is OK.



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Item 7: Rosebud Lane & Cherry Blossom Way - Existing pad OK; evaluate adding a second pad.



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Item 8: Redbud Lane & Cherry Blossom Way - Replace one section.



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Item 9: Redwood Court & Hackberry Court - Replace two sections.



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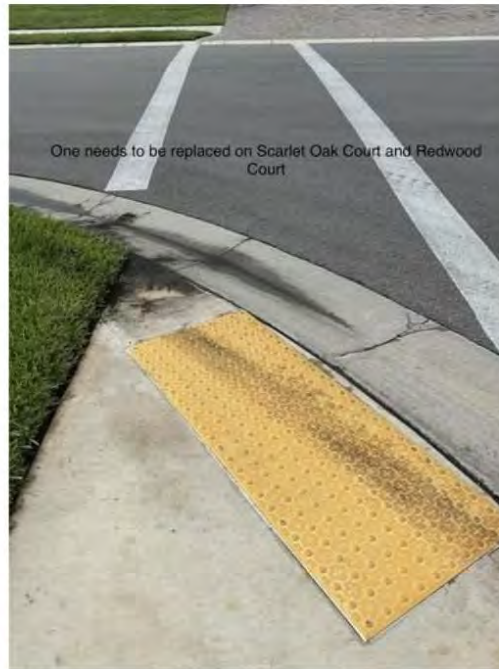
Replace two sections on Redwood Court and
Hackberry Court

Item 10: Scarlet Oak Court & Redwood Court - One pad needs to be replaced.



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Item 11: River Birch Court & Redwood Court - Companion pad also needs to be replaced.



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Item 12: River Birch Court & Redwood Court - Both pads need to be replaced.

Revised: 03/22/2013



Punch List



Item 13: Woodhouse Trail - One of four pads needs a 2x1 section replaced.



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Item 14: Near the South roundabout (address 14251) - One pad is missing; needs to be installed.

Revised: 03/22/2013



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Item 15: SW of Cherry Blossom Way - Pad OK; coordinate with Sunnygrove landscaping to clear weeds/grass.

Revised: 03/22/2013



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Additional Locations Inspected - No Action Needed

These crossing pads were inspected and found to be in acceptable condition.

Cherry Blossom & Big Leaf Terrace - OK.

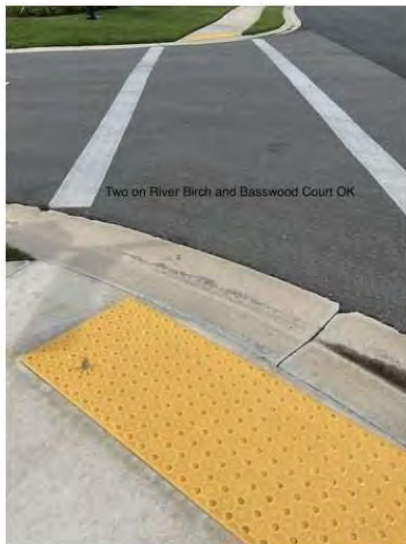


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River Birch & Basswood Court - OK.

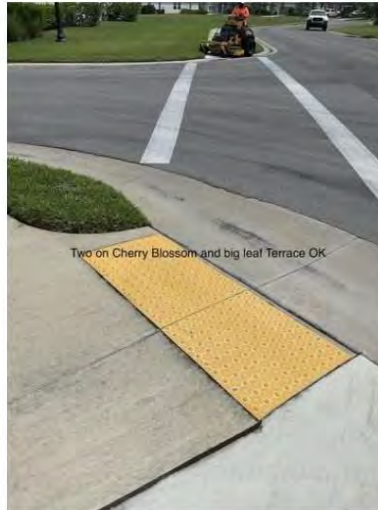


River Birch & Bonsai Court - OK.



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Redbud Lane & Big Leaf Terrace - OK.



Redwood Court & Sequoia Court - OK.

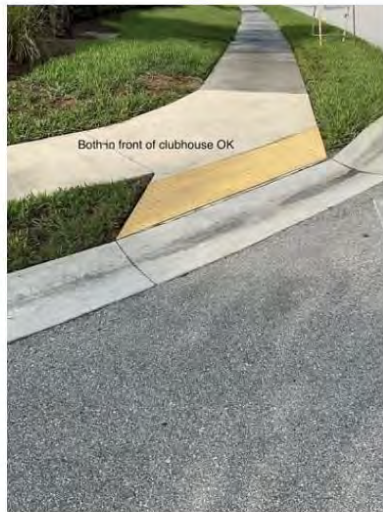


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In front of clubhouse - OK.



Near hole number seven - OK.



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South roundabout - OK.



River Birch - OK.



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Redwood - OK.

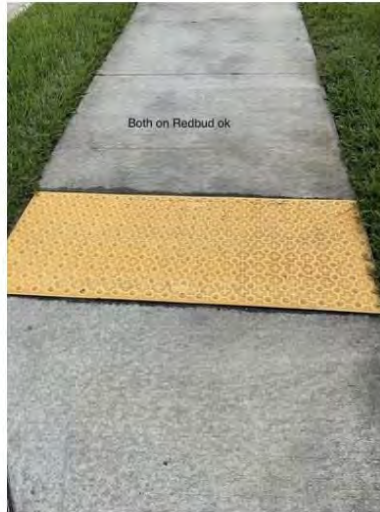


Redbud - OK.



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Address 14251 - OK.



Cherry Blossom - OK.



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Project: Bridge Refurbishment 1-4
 Location: Tern Bay CDD
 Inspection was conducted at above property by: RF and BR

Sheet 1 of 9
 Project No.: 25-8498
 Date: 7/28/26
 at 11:00 o'clock this date:

Contractor-Owner

Contractor: York Bridge Concepts, Inc
 Owner: Drew Dancey

Attendance

Contractor: York Bridge Concepts, Inc
 City: Punta Gorda
 Engineer: Richard Frreman and Bobby Ruiz
 Inspector:

The following Items are to be corrected to comply with the contract documents:

Type of Inspection	Sewer	Water	Paving	Drainage	Final	Pre-Final
Bridge Final Inspection	Bridge 1 - Sand down screw holes on the pedestrian deck.					
Bridge Final Inspection	Bridge 1 - Re-walk deck boards and remove any loose or protruding screws.					
Bridge Final Inspection	Bridge 1 - Touch-up paint underneath the side railings.					
Bridge Final Inspection	Bridge 2 - Touch-up paint under the side rails.					
Bridge Final Inspection	Bridge 2 - Remove debris underneath the bridge.					
Bridge Final Inspection	Bridge 4 - Replace screws on the pedestrian side.					
Bridge Final Inspection	Bridge 4 - Touch-up paint needed.					
Bridge Final Inspection	All Bridges - Clean up all debris, screws, and construction material from underneath all bridges.					
All Bridges	Verify all deck screws are countersunk / sit flush.					
All Bridges	Check the hardwood deck boards for cracking. District staff will continue to monitor the hardwood decking and report any cracking as needed under the one-year warranty.					
All Bridges	Check underneath bridges for construction debris and trash					

Revised: 03/22/2013



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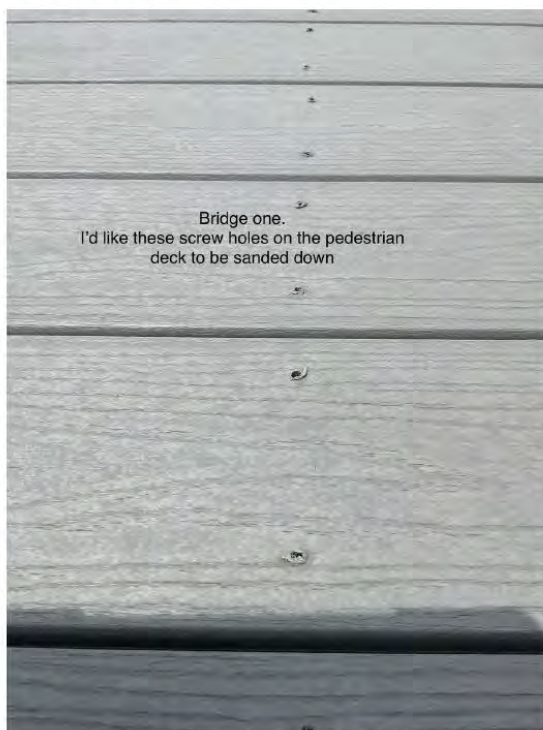
Punch List

Photo Documentation

Field photos corresponding to the numbered items above.

Bridge 1

Item 1: Sand down screw holes on the pedestrian deck.



Item 2: Re-walk deck boards and remove any loose or protruding screws.



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Punch List



Item 3: Touch-up paint underneath the side railings.



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Punch List



Bridge 2

Item 4: Touch-up paint under the side rails.



Punch List



Item 5: Remove debris underneath the bridge.



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Punch List



Bridge 4

Item 6: Replace screws on the pedestrian side.



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Punch List



Item 7: Touch-up paint needed.



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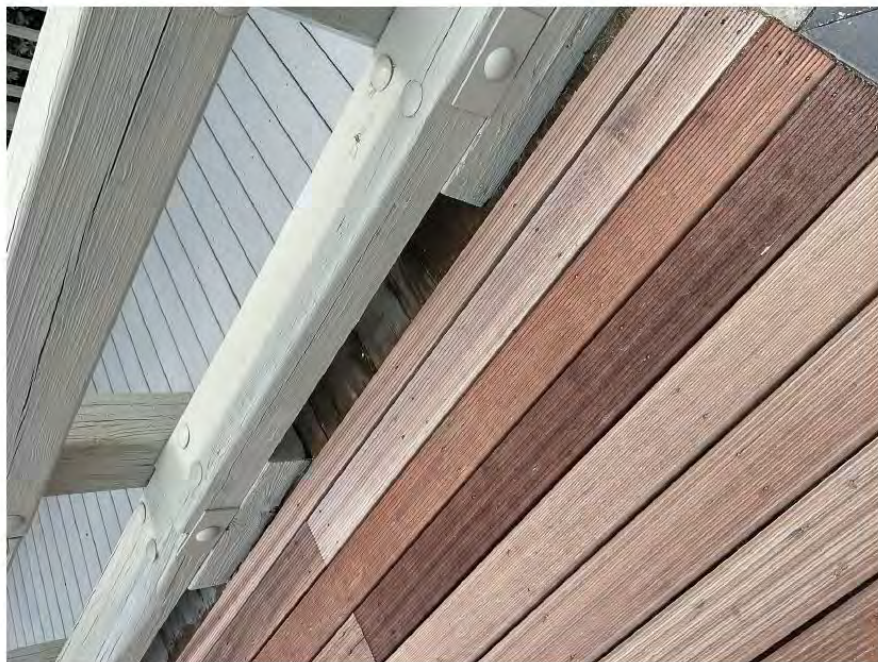
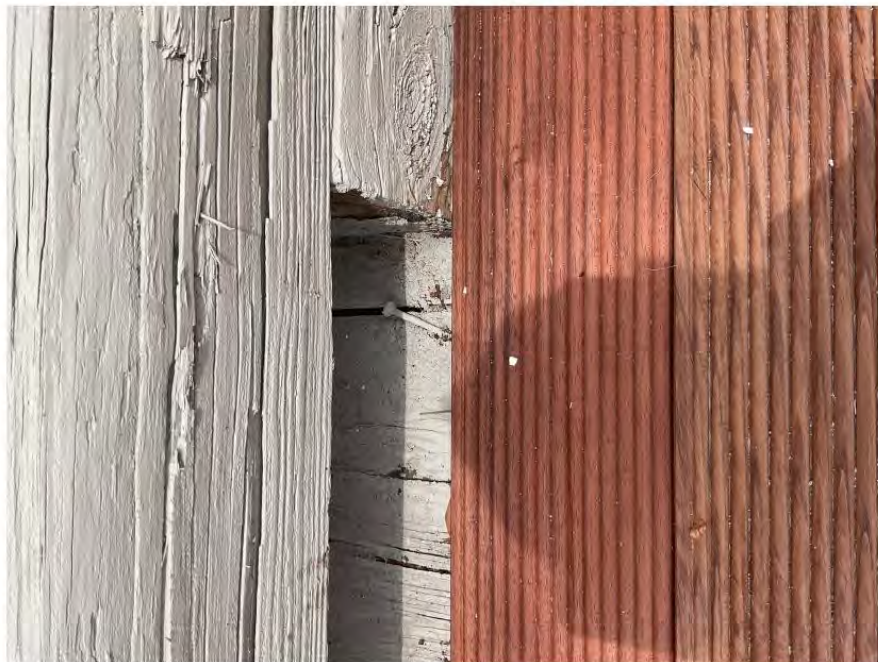
Punch List

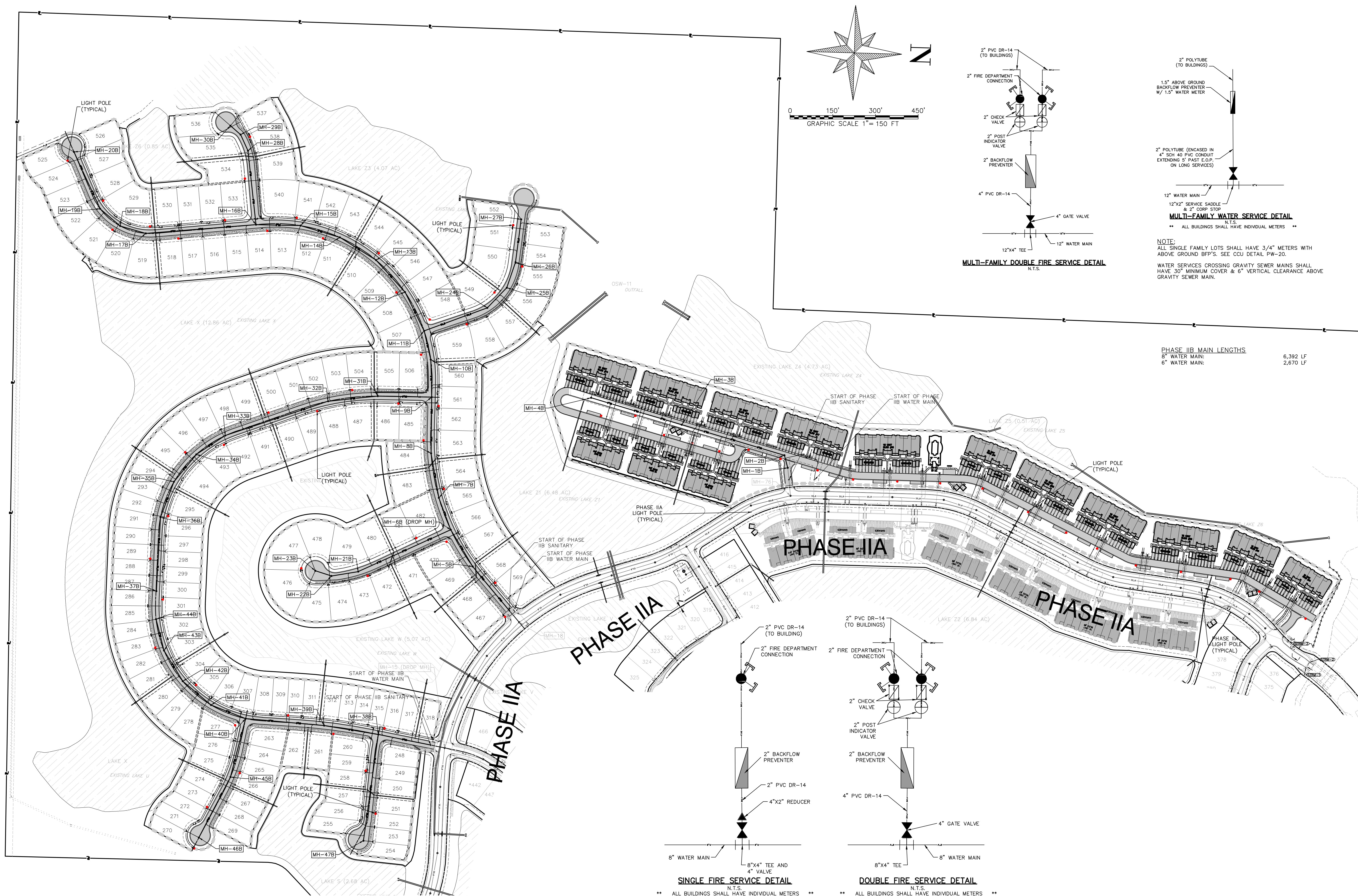


Item 8: Touch-up paint needed.



Punch List





PREPARED FOR:

LENNAR HOMES, LLC
10481 SIX MILE CYPRESS PKWY
FORT MYERS, FL. 33966
239-278-1177

ALL ELEVATIONS ON CIVIL ENGINEERING PLANS REFERENCE: NAVD 88

No.	Date		Revision Description	By

BANKS

ENGINEERING

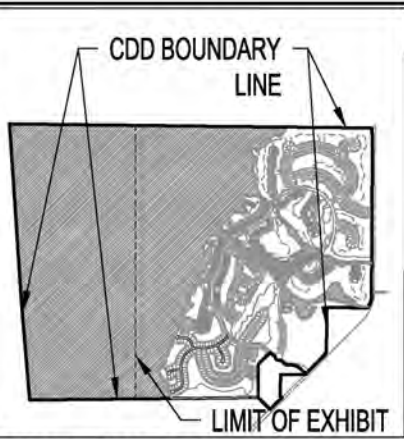
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida

4161 TAMiami TRAIL - BLDG 5 UNIT 501
PORT CHARLOTTE, FLORIDA 33952
PHONE: (941) 625-1165 FAX: (941) 625-1149
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

CLAYTON W. REBOL P.E.
LICENSE #70173

MASTER UTILITY PLAN & LIGHTING EXHIBIT
HERITAGE LANDING - PHASE IIB
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
11-09-21	2292L	_LIGHTING	RWP	TBV	CWR	1" = 200'	6

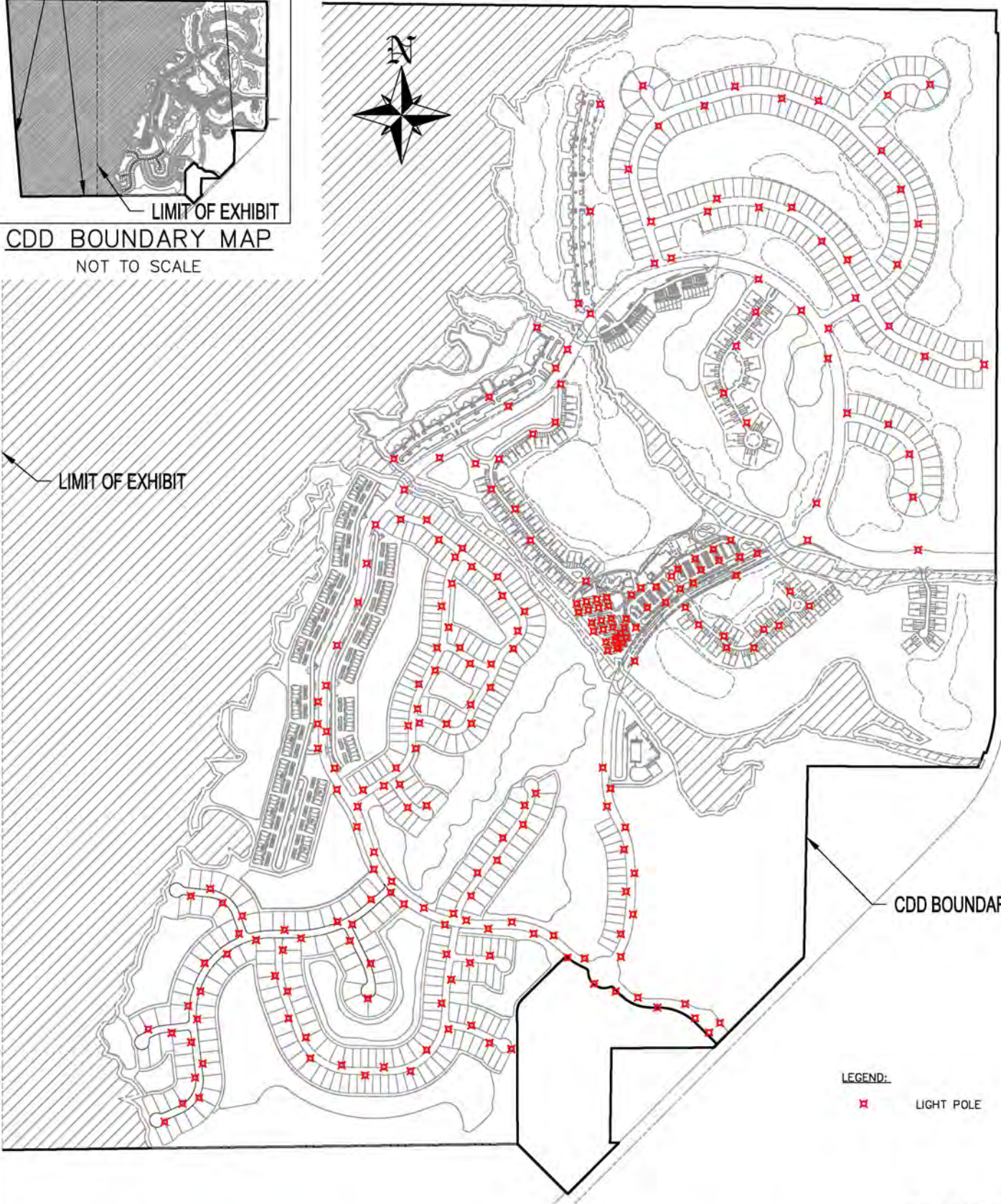


CDD BOUNDARY MAP

NOT TO SCALE



LIMIT OF EXHIBIT



CDD BOUNDARY LINE

LEGEND:

X LIGHT POLE

EXHIBIT 7



STREET LIGHTS
 TERN BAY CDD
 CHARLOTTE COUNTY, FLORIDA

COMPLETION DATE:	PROJECT:	DRAFTED BY:	DESIGNED BY:	REVIEWED BY:	SHEET:
3-31-25	2292CDD	TBV	TRR		7

Gate Traffic: All

Quick Date Selection

Last 1 Months 7/1/2026 - 7/31/2026

Date Range

Choose Dates

7/1/2026 7/30/2026

4,913

Total Visitor Traffic

25,747

Total Resident Traffic

Traffic by Gate

Lane Resident Lane Visitor Lane



Turnbacks and Reasons



Community

Heritage Landing

QRCodeUsage

All

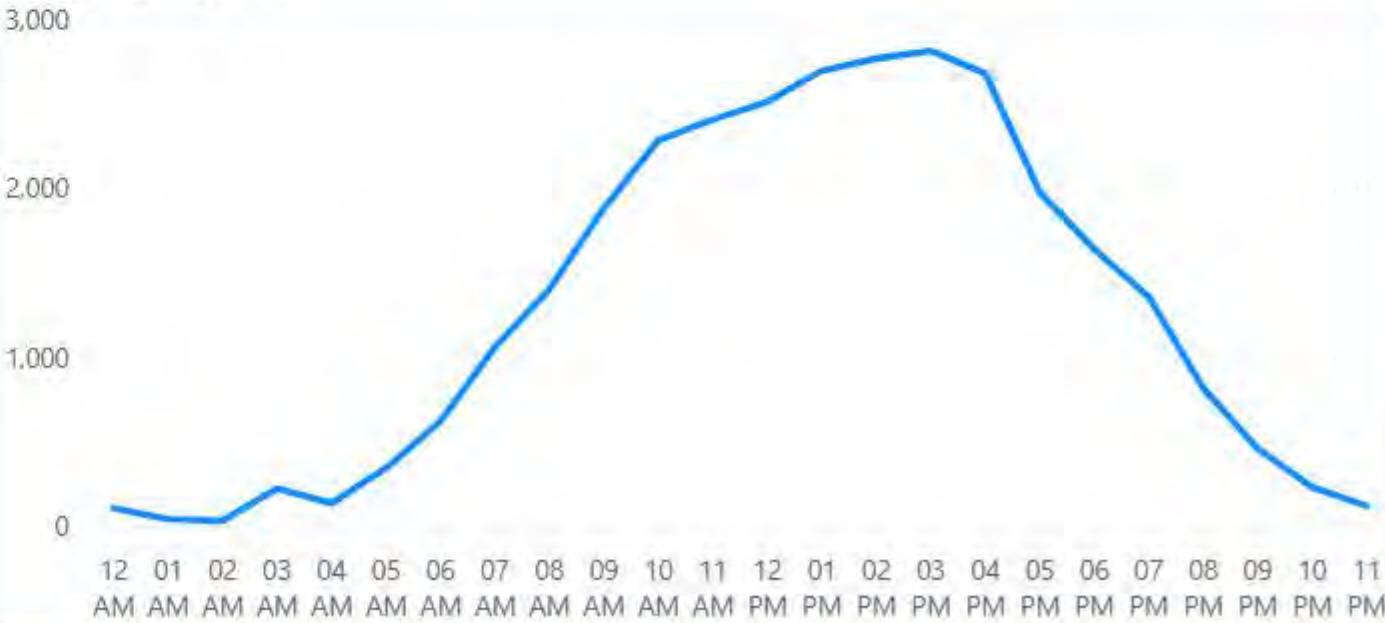
Visitor Type

All

Gate Usage by Date



Gate Usage by Hour



Tern Bay

Community Development District

Financial Statements July 31, 2026

PFM Management Services, LLC
3501 Quadrangle Blvd., Suite 270
Orlando, Florida 32817
Phone: (954) 658-4900

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**Tern Bay Community Development District
Balance Sheet
Through July 31, 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			
Assets										
Cash and Investments										
General Fund										
Truist - Checking Account	\$	423,403	\$	-	\$	-	\$	-	\$	423,403
FMIT - Investment Account		122,352		-		-		-		122,352
Debt Service Fund										
Reserve Account		-		50,000		886,013		-		936,013
Revenue		-		88,673		821,498		-		910,171
Prepayment Account		-		1,924		-		-		1,924
Capital Project Fund										
Construction Account		-		-		1,830,953		-		1,830,953
Prepaid Expenditures		-		-		-		-		-
Due from Other Funds										
General Fund		-		-		-		-		-
Debt Service Fund		-		-		-		-		-
Capital Project Fund		-		-		-		-		-
Amount Available in Debt Service Funds		-		-		-		1,848,107		1,848,107
Amount to be Provided by Debt Service Funds		-		-		-		27,631,893		27,631,893
Investment in General Fixed Assets (net of depreciation)		-		-		-		-		26,516,908
Total Assets	\$	545,755	\$	140,597	\$	1,707,510	\$	29,480,000	\$	26,516,908
										60,221,724

**Tern Bay Community Development District
Balance Sheet
Through July 31, 2026**

Description	Governmental Funds								Totals (Memorandum Only)
	General Fund		Debt Service Funds		Capital Project Fund		Account Groups		
							General Long Term Debt	General Fixed Assets	
Series 2005	Series 2022	Series 2022							
Liabilities									
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Due to Other Funds									
General Fund	-	-	-	-	-	-	-	-	
Debt Service Fund	-	-	-	-	-	-	-	-	
Capital Projects Fund	-	-	-	-	-	-	-	-	
Deferred Revenue	-	-	-	-	-	-	-	-	
Due to Other Governments	-	-	-	-	-	-	-	-	
Bonds Payable									
Current Portion (Due within 12 months)									
Series 2005A	-	-	-	-	55,000	-	55,000		
Series 2022	-	-	-	-	660,000	-	660,000		
Long Term									
Series 2005A	-	-	-	-	750,000	-	750,000		
Series 2022	-	-	-	-	28,015,000	-	28,015,000		
Total Liabilities	\$ -	\$ -	\$ -	\$ -	\$ 29,480,000	\$ -	\$ 29,480,000		
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	-	-	6,142,310		
Results from Current Operations	-	13,987	113,961	(2,591,197)	-	-	(2,463,249)		
Unrestricted									
Beginning: October 1, 2025 (Unaudited)	945,673	-	-	-	-	-	945,673		
Results from Current Operations	(399,918)	-	-	-	-	-	(399,918)		
Total Fund Equity and Other Credits	\$ 545,755	\$ 140,597	\$ 1,707,510	\$ 1,830,953	\$ -	\$ 26,516,908	\$ 30,741,724		
Total Liabilities, Fund Equity and Other Credits	\$ 545,755	\$ 140,597	\$ 1,707,510	\$ 1,830,953	\$ 29,480,000	\$ 26,516,908	\$ 60,221,724		

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

Description	July	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward - Reserve Distributions	\$ -	\$ -	\$ 678,899	0%
Interest				
Interest - FMIT	423	15,774	30,000	53%
Special Assessment Revenue				
Special Assessments - On-Roll	29,342	1,191,774	1,249,598	95%
Misc. Revenue				
Gate Damage - Resident Reimbursement	-	1,841	-	0%
Other Fees and Charges				
Discounts and Tax Collector Fees	-	-	(87,472)	0%
Total Revenue and Other Sources:	\$ 29,766	\$ 1,209,389	\$ 1,871,024	65%
Expenditures and Other Uses				
Legislative				
Board of Supervisor's - Fees	1,000	11,000	12,000	92%
Executive				
Professional Management	4,167	41,667	50,000	83%
Financial and Administrative				
Audit Services	-	4,400	6,600	67%
Accounting Services	2,275	22,750	27,300	83%
Assessment Roll Services	2,275	22,750	27,300	83%
Arbitrage Rebate Services	-	1,000	1,000	100%
Other Contractual Services				
Legal Advertising	1,162	2,687	1,500	179%
Property Appraiser & Tax Collector Fees	-	66	50	133%
Trustee Services	-	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	1,198	1,343	900	149%
Web Site Development	-	2,400	2,400	100%
Insurance	-	53,072	40,242	132%
Meeting Room Rental	-	-	250	0%
Printing & Binding	-	2,249	300	750%
Subscription & Memberships	-	175	175	100%
Legal Services				
Legal - General Counsel	4,345	26,601	6,500	409%
Legal - Series 2022 Bonds	-	732	-	0%
Other General Government Services				
Engineering Services - General Fund	-	10,836	15,000	72%
Canoe Path Improv (Permit Analysis)	-	-	2,500	0%

Prepared by:

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

Description	July	Year to Date	Total Annual Budget	% of Budget
Other Public Safety				
Guardhouse Operations				
Professional - Gate Attendant	16,544	183,634	228,271	80%
Professional - Resident Liaison	4,867	34,680	48,177	72%
Resident Access Control System	2,653	39,715	31,541	126%
Contingencies	-	6,429	-	0%
Guardhouse Utilities				
Electric	306	2,298	2,400	96%
Water & Wastewater	-	-	1,200	0%
Internet, IP & Data	734	5,719	2,700	212%
Repairs & Maintenance				
Guardhouse Janitorial	420	4,361	3,340	131%
Gate	179	22,945	9,000	255%
Gate Damange - Resident Reimbursed	-	1,841	-	0%
Miscellaneous Repairs	-	14,987	15,000	100%
Capital Outlay				
Guardhouse/Security	-	134,968	80,000	169%
Stormwater Management System				
Lake, Lake Bank, Littoral Shelf Maintenance				
Professional Services				
Asset Management	2,312	20,353	20,000	102%
Repairs & Maintenance				
Aquatic Weed Control	9,325	95,030	72,000	132%
Lake Vegetation Removal	-	33,605	22,000	153%
Littoral Shelf Maintenance	-	-	15,000	0%
Aerations System	-	842	500	168%
Ctrl Structures, Catch Basins, Outfalls	-	-	40,000	0%
Contingencies	-	8,296	-	0%
Preserve Area Maintenance				
Professional Services				
Asset Management	63	2,538	20,000	13%
Repairs & Maintenance				
Wetland Maintenance	2,400	25,200	28,800	88%
Preserve Path Maintenance	675	6,750	15,000	45%
Installation - No Trespassing Signs	-	-	5,000	0%
Wild Hog Removal	3,340	17,906	34,000	53%
Cane Toad Removal	1,675	32,215	38,000	85%
Capital Outlay				
Littoral Shelf Planting	-	44,738	44,000	102%

Prepared by:

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

Description	July	Year to Date	Total Annual Budget	% of Budget
Road & Street Facilities				
Professional Management				
Asset Management	4,516	52,453	30,000	175%
Street Lights				
Electric Service				
Electric Service	8,679	88,258	106,000	83%
Repairs & Maintenance				
Sidewalk & Pavement Repairs	3,575	14,032	25,000	56%
Bridge	-	-	12,000	0%
Striping & Pavement Marking	-	3,995	15,000	27%
Street Lights/Directional Signs	195	3,546	15,000	24%
Street Sweeping	-	17,100	35,000	49%
Pressure Washing - Streets	-	-	33,000	0%
Miscellaneous Repairs	-	17,901	10,000	179%
Contingencies	-	1,475	-	0%
Landscaping Services				
Professional Management				
Asset Management	954	27,465	25,000	110%
Repairs & Maintenance				
Common Area Maintenance	30,447	258,136	320,819	80%
Tree Trimming	-	57,240	70,000	82%
Landscape Replacements	-	30,704	25,000	123%
Mulch Installation	-	28,840	50,000	58%
Annuals	3,890	16,242	35,000	46%
Landscape Lighting	-	13,751	25,000	55%
Annual Holiday Decorations	-	19,398	14,500	134%
Irrigation System				
Pumps & Wells & Line Distribution System				
Routine Maintenance	-	-	10,000	0%
Well Testing/Meter Reading	-	10,000	20,000	50%
Line Distribution System				
Routine Maintenance	-	-	10,000	0%
Reserves				
Extraordinary Capital/Operations	-	-	-	0%
Total Expenditures and Other Uses:	\$ 114,168	\$ 1,609,307	\$ 1,871,024	86%
Net Increase/ (Decrease) in Fund Balance	(84,402)	(399,918)	0	
Fund Balance - Beginning	630,158	945,673	945,673	
Fund - Additions/Expenditures	-	-	(678,899)	
Fund Balance - Ending	\$ 545,755	\$ 545,755	\$ 266,775	

Prepared by:

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

Description	July	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Interest Income				
Reserve Account	144	1,505	-	0%
Prepayment Account	6	58	-	0%
Revenue Account	244	3,502	6,532	54%
Special Assessment Revenue				
Special Assessments - On-Roll	2,582	104,879	109,006	96%
Other Fees and Charges				
Discounts and Other Fees	-	-	(7,131)	0%
Operating Transfers In (From Other Funds)	-	139	-	0%
Total Revenue and Other Sources:	\$ 2,976	\$ 110,082	\$ 108,407	102%
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2005 Bonds	-	50,000	55,000	91%
Interest Expense				
Series 2005A Bonds	-	45,956	46,494	99%
Series 2005B Bonds	-	-	-	0%
Trustee Services	-	-	-	
Operating Transfers Out (To Other Funds)	-	139	-	0%
Total Expenditures and Other Uses:	\$ -	\$96,096	\$ 101,494	95%
Net Increase/ (Decrease) in Fund Balance	2,976	13,987	6,913	
Fund Balance - Beginning	137,621	126,610	126,610	
Fund Balance - Ending	\$ 140,597	\$ 140,597	\$ 133,523	

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

Description	July	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Interest Income				
Reserve Account	2,546	26,771	-	0%
Revenue Account	3,825	40,401	81,466	50%
Special Assessment Revenue				
Special Assessments - On-Roll	45,619	1,852,855	1,930,204	96%
Other Fees and Charges				
Discounts and Other Fees	-	-	(124,042)	0%
Operating Transfers In (From Other Funds)	-	-	-	0%
Total Revenue and Other Sources:	\$ 51,990	1,920,027	\$ 1,887,628	102%
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2022 Bonds	-	640,000	640,000	100%
Interest Expense				
Series 2022 Bonds	-	1,139,295	1,139,295	100%
Operating Transfers Out (To Other Funds)	2,546	26,771	-	0%
Total Expenditures and Other Uses:	\$ 2,546	\$1,806,066	\$ 1,779,295	102%
Net Increase/ (Decrease) in Fund Balance	49,444	113,961	108,333	
Fund Balance - Beginning	1,658,067	1,593,549	1,593,549	
Fund Balance - Ending	\$ 1,707,510	\$ 1,707,510	\$ 1,701,882	

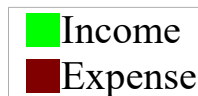
Tern Bay Community Development District
Capital Project Fund - Series 2022
Statement of Revenues, Expenditures and Changes in Fund Balance
Through July 31, 2026

Description	July	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	-	\$ -	\$ -	0%
Interest Income				
Construction Account	7,598	91,310	-	0%
Operating Transfers In (From Other Funds)	2,546	26,771	-	0%
Total Revenue and Other Sources:	\$ 10,144	\$ 118,081	\$ -	0%
Expenditures and Other Uses				
Capital Outlay				
Water-Sewer Combination	-	424,032	-	0%
Stormwater Management	-	122,966	-	0%
Roadway Improvement	-	1,163,920	-	0%
Bridge Refurbishment	333,642	998,360	-	0%
Operating Transfers Out (To Other Funds)	-	-	-	0%
Total Expenditures and Other Uses:	\$ 333,642	\$ 2,709,278	\$ -	0%
Net Increase/ (Decrease) in Fund Balance	(323,498)	(2,591,197)	-	
Fund Balance - Beginning	2,154,451	4,422,150	-	
Fund Balance - Ending	\$ 1,830,953	\$ 1,830,953	\$ -	

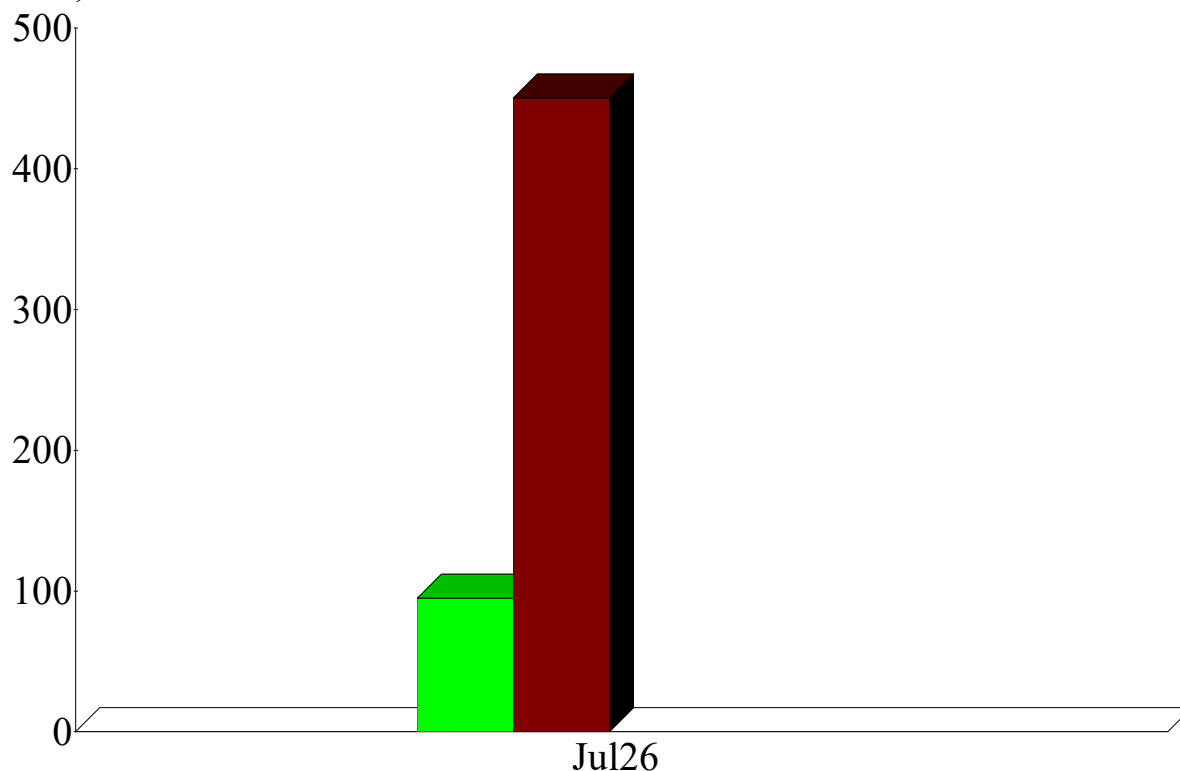
Tern Bay Community Development District

Income and Expense by Month

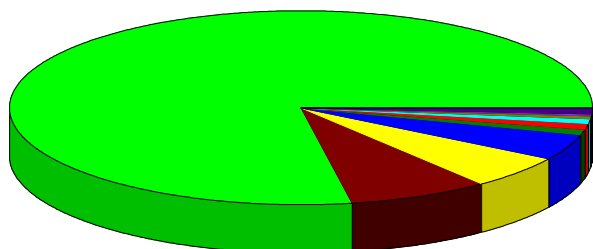
July 2026



\$ in 1,000's



Expense Summary July 2026



5410000 · Road & Street Facil	77.85%
5790000 · Landscaping Services	7.84
5290000 · Other Public Safety	5.71
5380000 · Stormwater Manageme	4.39
5130000 · Financial and Administ	1.01
5140000 · Legal Services	0.96
5120000 · Executive	0.93
5810000 · Inter-Fund Group Trans	0.57
5134100 · Communications & Fre	0.27
5133400 · Other Contractual Serv	0.26
5110000 · Legislative	0.22
Total	\$450,356.25

By Account

Tern Bay

Community Development District

Financial Statements *August 31, 2026*

PFM Management Services, LLC
3501 Quadrangle Blvd., Suite 270
Orlando, Florida 32817
Phone: (954) 658-4900

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Tern Bay Community Development District
Balance Sheet
Through August 31, 2026

Description	Governmental Funds									
	General Fund		Debt Service Funds		Capital Project Fund	Account Groups		Totals (Memorandum Only)		
			Series 2005	Series 2022	Series 2022	General Long Term Debt	General Fixed Assets			
Assets										
Cash and Investments										
General Fund										
Truist - Checking Account	\$	287,529	\$	-	\$	-	\$	-	\$	287,529
FMIT - Investment Account		122,664		-		-		-		122,664
Debt Service Fund										
Reserve Account		-		50,000		886,013		-		936,013
Revenue		-		89,083		823,837		-		912,920
Prepayment Account		-		1,924		-		-		1,924
Capital Project Fund										
Construction Account		-		-		-		1,647,403		1,647,403
Due from Other Funds										
General Fund		-		-		-		-		-
Debt Service Fund		-		-		-		-		-
Capital Project Fund		-		-		-		-		-
Amount Available in Debt Service Funds		-		-		-		1,850,857		1,850,857
Amount to be Provided by Debt Service Funds		-		-		-		27,629,143		27,629,143
Investment in General Fixed Assets (net of depreciation)		-		-		-		-		26,516,908
Total Assets	\$	410,194	\$	141,008	\$	1,709,849	\$	29,480,000	\$	26,516,908
										\$ 59,905,362

**Tern Bay Community Development District
Balance Sheet
Through August 31, 2026**

Description	Governmental Funds						Totals (Memorandum Only)	
	General Fund	Debt Service Funds		Capital Project Fund	Account Groups			
		Series 2005	Series 2022	Series 2022	General Long Term Debt	General Fixed Assets		
Liabilities								
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Due to Other Funds								
General Fund	-	-	-	-	-	-	-	
Debt Service Fund	-	-	-	-	-	-	-	
Capital Projects Fund	-	-	-	-	-	-	-	
Bonds Payable								
Current Portion (Due within 12 months)								
Series 2005A	-	-	-	-	55,000	-	55,000	
Series 2022	-	-	-	-	660,000	-	660,000	
Long Term								
Series 2005A	-	-	-	-	750,000	-	750,000	
Series 2022	-	-	-	-	28,015,000	-	28,015,000	
Total Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 29,480,000</u>	<u>\$ -</u>	<u>\$ 29,480,000</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	-	14,397	116,300	(2,774,747)	-	-	(2,644,050)	
Unrestricted								
Beginning: October 1, 2025 (Unaudited)	945,673	-	-	-	-	-	945,673	
Results from Current Operations	(535,480)	-	-	-	-	-	(535,480)	
Total Fund Equity and Other Credits	<u>\$ 410,194</u>	<u>\$ 141,008</u>	<u>\$ 1,709,849</u>	<u>\$ 1,647,403</u>	<u>\$ -</u>	<u>\$ 26,516,908</u>	<u>\$ 30,425,362</u>	
Total Liabilities, Fund Equity and Other Credits	<u>\$ 410,194</u>	<u>\$ 141,008</u>	<u>\$ 1,709,849</u>	<u>\$ 1,647,403</u>	<u>\$ 29,480,000</u>	<u>\$ 26,516,908</u>	<u>\$ 59,905,362</u>	

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

Description	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward - Reserve Distributions	\$ -	\$ -	\$ 678,899	0%
Interest				
Interest - FMIT	312	16,086	30,000	54%
Special Assessment Revenue				
Special Assessments - On-Roll	-	1,191,774	1,249,598	95%
Misc. Revenue				
Gate Damage - Resident Reimbursement	-	1,841	-	0%
Other Fees and Charges				
Discounts and Tax Collector Fees	-	-	(87,472)	0%
Total Revenue and Other Sources:	\$ 312	\$ 1,209,701	\$ 1,871,024	65%
Expenditures and Other Uses				
Legislative				
Board of Supervisor's - Fees	-	11,000	12,000	92%
Executive				
Professional Management	4,167	45,833	50,000	92%
Financial and Administrative				
Audit Services	-	4,400	6,600	67%
Accounting Services	2,275	25,025	27,300	92%
Assessment Roll Services	2,275	25,025	27,300	92%
Arbitrage Rebate Services	-	1,000	1,000	100%
Other Contractual Services				
Legal Advertising	-	2,687	1,500	179%
Property Appraiser & Tax Collector Fees	-	66	50	133%
Trustee Services	-	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	10	1,353	900	150%
Web Site Development	-	2,400	2,400	100%
Insurance	-	53,072	40,242	132%
Meeting Room Rental	-	-	250	0%
Printing & Binding	-	2,249	300	750%
Subscription & Memberships	-	175	175	100%
Legal Services				
Legal - General Counsel	3,338	29,939	6,500	461%
Legal - Series 2022 Bonds	-	732	-	0%
Other General Government Services				
Engineering Services - General Fund	-	10,836	15,000	72%
Canoe Path Improv (Permit Analysis)	-	-	2,500	0%

Prepared by:

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

Description	August	Year to Date	Total Annual Budget	% of Budget
Other Public Safety				
Guardhouse Operations				
Professional - Gate Attendant	20,420	204,054	228,271	89%
Professional - Resident Liaison	2,653	37,332	48,177	77%
Resident Access Control System	6,434	46,149	31,541	146%
Contingencies	309	6,738	-	0%
Guardhouse Utilities				
Electric	305	2,603	2,400	108%
Water & Wastewater		-	1,200	0%
Internet, IP & Data	705	6,424	2,700	238%
Repairs & Maintenance				
Guardhouse Janitorial	420	4,781	3,340	143%
Gate	224	23,168	9,000	257%
Gate Damage - Resident Reimbursed	-	1,841	-	0%
Miscellaneous Repairs	825	15,812	15,000	105%
Capital Outlay				
Guardhouse/Security	-	134,968	80,000	169%
Stormwater Management System				
Lake, Lake Bank, Littoral Shelf Maintenance				
Professional Services				
Asset Management	-	20,353	20,000	102%
Repairs & Maintenance				
Aquatic Weed Control	9,325	104,355	72,000	145%
Lake Vegetation Removal	-	33,605	22,000	153%
Littoral Shelf Maintenance	-	-	15,000	0%
Aerations System	-	842	500	168%
Ctrl Structures, Catch Basins, Outfalls	-	-	40,000	0%
Contingencies	-	8,296	-	0%
Preserve Area Maintenance				
Professional Services				
Asset Management	-	2,538	20,000	13%
Repairs & Maintenance				
Wetland Maintenance	2,400	27,600	28,800	96%
Preserve Path Maintenance	675	7,425	15,000	50%
Installation - No Trespassing Signs	-	-	5,000	0%
Wild Hog Removal	-	17,906	34,000	53%
Cane Toad Removal	1,675	33,890	38,000	89%
Capital Outlay				
Littoral Shelf Planting	-	44,738	44,000	102%

Prepared by:

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

Description	August	Year to Date	Total Annual Budget	% of Budget
Road & Street Facilities				
Professional Management				
Asset Management	-	52,453	30,000	175%
Street Lights				
Electric Service				
Electric Service	9,160	97,418	106,000	92%
Repairs & Maintenance				
Sidewalk & Pavement Repairs	-	14,032	25,000	56%
Bridge	-	-	12,000	0%
Striping & Pavement Marking	-	3,995	15,000	27%
Street Lights/Directional Signs	6,183	9,728	15,000	65%
Street Sweeping	-	17,100	35,000	49%
Pressure Washing - Streets	-	-	33,000	0%
Miscellaneous Repairs	315	18,216	10,000	182%
Contingencies	-	1,475	-	0%
Landscaping Services				
Professional Management				
Asset Management	-	27,465	25,000	110%
Repairs & Maintenance				
Common Area Maintenance	59,968	318,104	320,819	99%
Tree Trimming	-	57,240	70,000	82%
Landscape Replacements	940	31,644	25,000	127%
Mulch Installation	-	28,840	50,000	58%
Annuals	-	16,242	35,000	46%
Landscape Lighting	-	13,751	25,000	55%
Annual Holiday Decorations	-	19,398	14,500	134%
Irrigation System				
Pumps & Wells & Line Distribution System				
Routine Maintenance	-	-	10,000	0%
Well Testing/Meter Reading	875	10,875	20,000	54%
Line Distribution System				
Routine Maintenance	-	-	10,000	0%
Reserves				
Extraordinary Capital/Operations	-	-	-	0%
Total Expenditures and Other Uses:	\$ 135,874	\$ 1,745,181	\$ 1,871,024	93%
Net Increase/ (Decrease) in Fund Balance	(135,562)	(535,480)	0	
Fund Balance - Beginning	545,755	945,673	945,673	
Fund - Additions/Expenditures	-	-	(678,899)	
Fund Balance - Ending	\$ 410,194	\$ 410,194	\$ 266,775	

Prepared by:

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

Description	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Interest Income				
Reserve Account	148	1,653	-	0%
Prepayment Account	6	63	-	0%
Revenue Account	256	3,758	6,532	58%
Special Assessment Revenue				
Special Assessments - On-Roll	-	104,879	109,006	96%
Other Fees and Charges				
Discounts and Other Fees	-	-	(7,131)	0%
Operating Transfers In (From Other Funds)	-	139	-	0%
Total Revenue and Other Sources:	\$ 411	\$ 110,493	\$ 108,407	102%
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2005 Bonds	-	50,000	55,000	91%
Interest Expense				
Series 2005A Bonds	-	45,956	46,494	99%
Series 2005B Bonds	-	-	-	0%
Operating Transfers Out (To Other Funds)	-	139	-	0%
Total Expenditures and Other Uses:	\$ -	\$96,096	\$ 101,494	95%
Net Increase/ (Decrease) in Fund Balance	411	14,397	6,913	
Fund Balance - Beginning	140,597	126,610	126,610	
Fund Balance - Ending	\$ 141,008	\$ 141,008	\$ 133,523	

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

Description	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Interest Income				
Reserve Account	2,631	29,402	-	0%
Revenue Account	2,339	42,739	81,466	52%
Special Assessment Revenue				
Special Assessments - On-Roll	-	1,852,855	1,930,204	96%
Other Fees and Charges				
Discounts and Other Fees	-	-	(124,042)	0%
Operating Transfers In (From Other Funds)	-	-	-	0%
Total Revenue and Other Sources:	\$ 4,970	1,924,996	\$ 1,887,628	102%
Expenditures and Other Uses				
Debt Service				
Principal Debt Service - Mandatory				
Series 2022 Bonds	-	640,000	640,000	100%
Interest Expense				
Series 2022 Bonds	-	1,139,295	1,139,295	100%
Operating Transfers Out (To Other Funds)	2,631	29,402	-	0%
Total Expenditures and Other Uses:	\$ 2,631	\$1,808,697	\$ 1,779,295	102%
Net Increase/ (Decrease) in Fund Balance	2,339	116,300	108,333	
Fund Balance - Beginning	1,707,510	1,593,549	1,593,549	
Fund Balance - Ending	\$ 1,709,849	\$ 1,709,849	\$ 1,701,882	

Tern Bay Community Development District
Capital Project Fund - Series 2022
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2026

Description	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	-	\$ -	\$ -	0%
Interest Income				
Construction Account	5,685	96,995	-	0%
Operating Transfers In (From Other Funds)	2,631	29,402	-	0%
Total Revenue and Other Sources:	\$ 8,316	\$ 126,397	\$ -	0%
Expenditures and Other Uses				
Capital Outlay				
Water-Sewer Combination	-	424,032	-	0%
Stormwater Management	-	122,966	-	0%
Roadway Improvement	-	1,163,920	-	0%
Bridge Refurbishment	191,866	1,190,226	-	0%
Operating Transfers Out (To Other Funds)	-	-	-	0%
Total Expenditures and Other Uses:	\$ 191,866	\$ 2,901,144	\$ -	0%
 Net Increase/ (Decrease) in Fund Balance	 (183,550)	 (2,774,747)	 -	
Fund Balance - Beginning	1,830,953	4,422,150	-	
Fund Balance - Ending	\$ 1,647,403	\$ 1,647,403	\$ -	

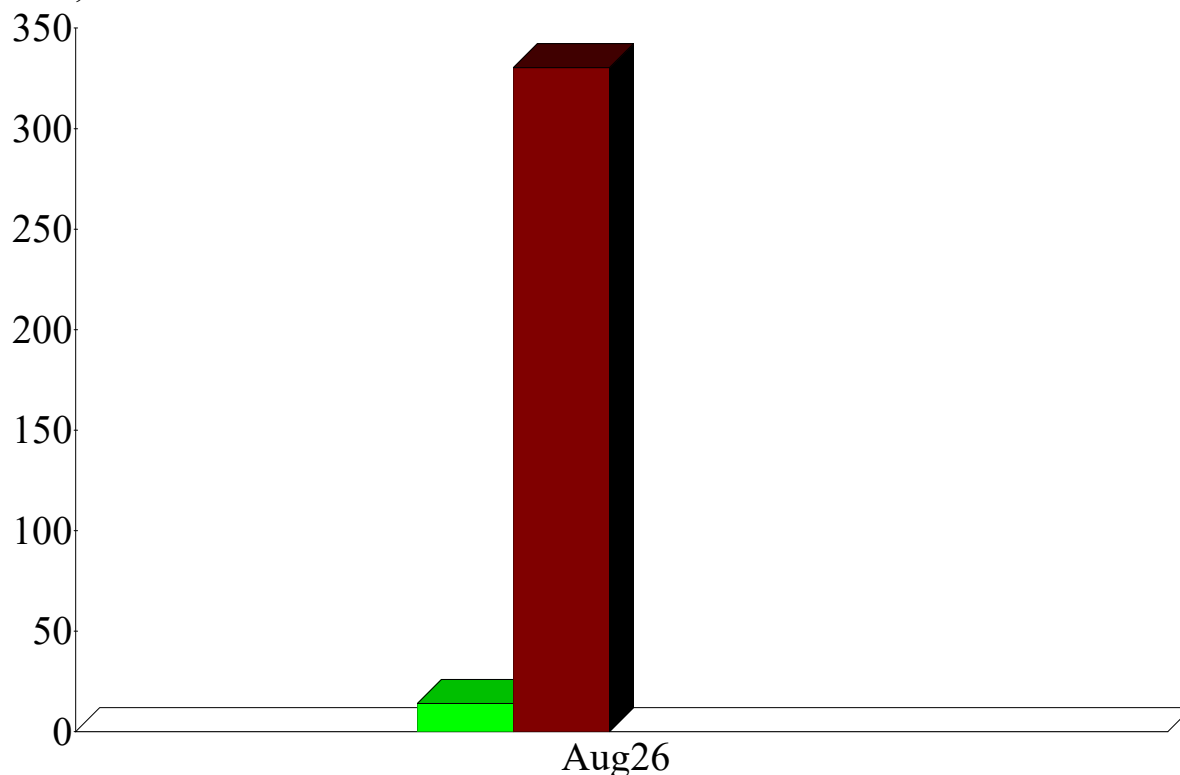
Tern Bay Community Development District

Income and Expense by Month

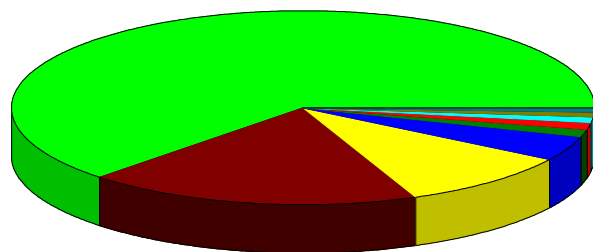
August 2026



\$ in 1,000's



Expense Summary August 2026



5410000 · Road & Street Facil	62.82%
5790000 · Landscaping Services	18.70
5290000 · Other Public Safety	9.78
5380000 · Stormwater Manageme	4.26
5130000 · Financial and Administ	1.38
5120000 · Executive	1.26
5140000 · Legal Services	1.01
5810000 · Inter-Fund Group Trans	0.80
5134100 · Communications & Fre	0.01
Total	\$330,370.72

By Account

Access Control Heritage Landing Report

Access Control & License Plate Recognition

Current Status

- Currently issuing transponders (RFID stickers) for handicap license plates or to people that ask for them in addition to registering with Entrance IQ.
- Since December, transponder tracking has been implemented by sticker number.
- Prior to December, efforts were focused on transponders only.
- Unknown vehicles are still appearing in the system.
- Not 100 percent of doors identified in Entrance IQ.
- Gate Access App. has been turned off for Heritage Landing.
- Rely on MAHOA to submit rental lists each month.

Issues Identified

- Some doors have not been registered (approximately **162** noted) in the EIQ system.
- Deactivation can be performed at any time.
- All access is routed through EIQ.
- Mass notifications are sent through EIQ.
- From December through June, we spent \$19,024.62 on transponders in addition to the EIQ total monthly rents of \$20,690.80.
- There are hundreds of “Unknown vehicles entering the community using transponders not identified.
- IT issues dealing with equipment (Wi-Fi, cameras, routers and modems) are horrendous.
- No way to track guest vs non-contract rents (less than 30 days).
- Cannot verify how many vehicles are entering the community. (Vehicles with transponders and plates register as 2 vehicles).
- Panel reader is damaged on resident’s side.

License Plate System

- List of doors that have registered and not input their plates correctly (123-123 or Temp)
- There is uncertainty about how to manage this process.
- Ongoing reported defects to validate the license plate system.
- System does not recognize Handicap plates.
- Chrome frames reflect on cameras.
- Cameras to read correctly for vehicle height has been resolved.

Equipment & Facility Items

Equipment Tracking

- A tracking system for equipment is needed. (cameras, modems, routers, mainframes, etc.
- Routers and modems equipment currently being stored in the **HVAC** closet (see pictures)
- Camera equipment is currently located in base cabinet without airflow. **(see pictures)**

Technology

- Wired connection for reading QR codes is limiting guards.

Cleanup

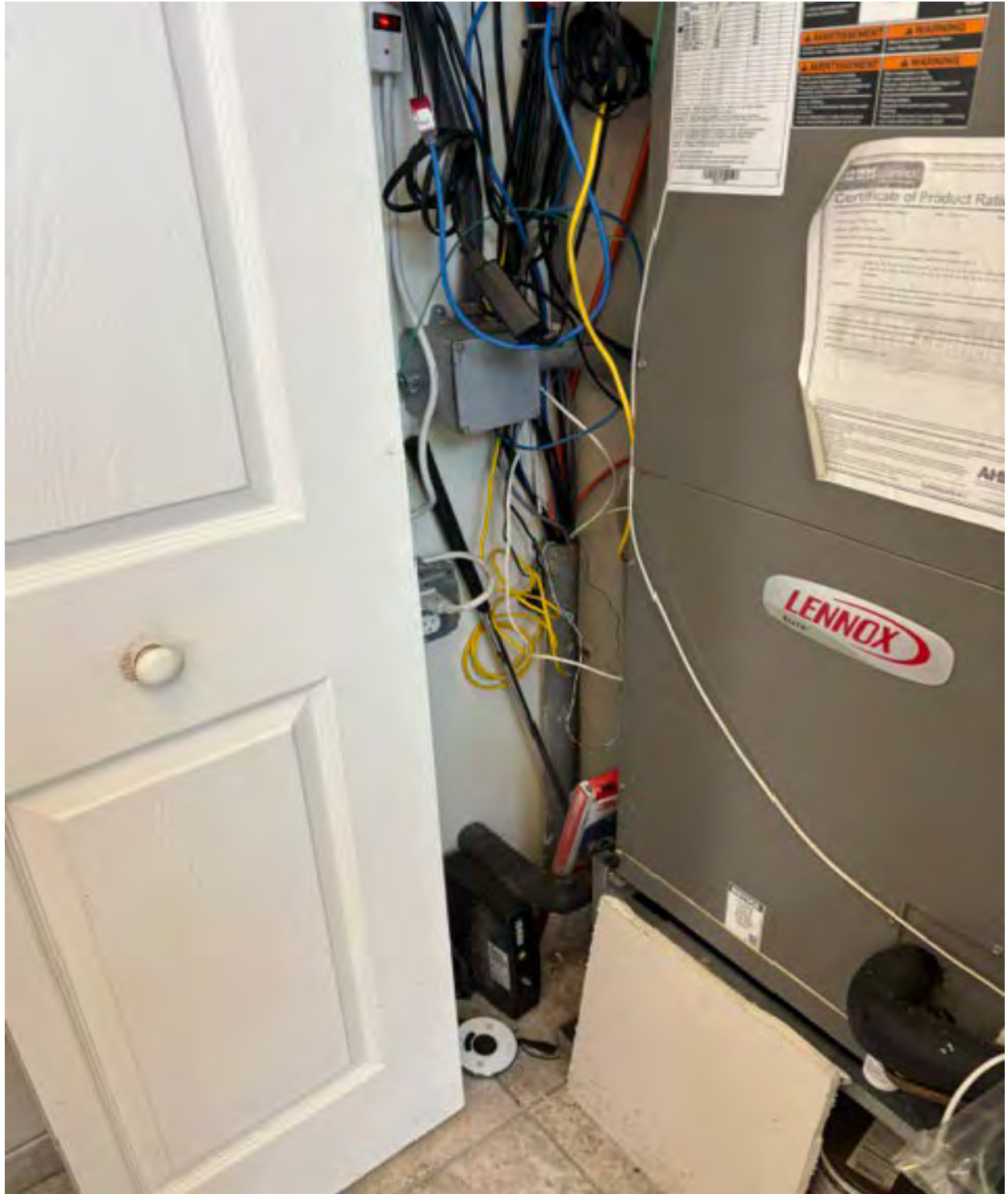
- Lennar and Ramco still have things in the guard house and welcome center.

Building Maintenance

- Interior guard house needs painting and shades replaced.
 - Rubber handgrip by the entrance door missing. (see pictures)
 - Transponder panel damaged near the front gate/entrance.
 - Cable hanging from roof of guard house.
 - Map is unreadable and no bulletin board.
-

Action Items

Item	Action
Car plate reader system	Complete 100 % implementation.
Transponder tracking	Gradually turn off transponders via plate match to number and turn off the system.
Transponder stickers	Cease all issuance of transponders per original reason of purchasing EIQ.
IT Wiring	Purchase and install rack for all IT wiring in the guard house. Replace cable hanging from the roof.
Door registration	Register all missing doors in EIQ.
Unknown Transponders	Strat disabling minimum of 25 per week.
License plate system	Validate operation and resolve defects, (Handicap plates, etc.)
Equipment inventory	Implement an equipment tracking system.
QR code reader	Purchase and configure wireless handheld device.
Cleanup	Once Lennar transfers building, give 30 days' notice to remove junk or dispose of it.
Facility maintenance	Paint interior, repair entrance doorway. Eventually remove damaged transponder panel.
Bad Input by residents	Turn off 20 at a time and have them come to the office to validate the license plate.
Kiosk system	Price kiosk system for future use.
Rental Tracking	Work with Master HOA on a better system of tracking.
Map and Bulletin Board	Purchase Bulletin board and larger readable map.



Wires in HVAC Closet



Modem and equipment in HVAC closet



Camera equipment in cabinet



Roof Cable on outside of Guard House



Visible wall that shows interior needs to be painted



Need larger map (currently 11x14 non readable) and organized bulletin board.



Need guard handrail (currently untouchable and missing)