

Tern Bay Community Development District

Charlotte County, FL

Meeting Agenda October 21, 2026

PFM Management Services LLC

James P. Ward | Vivian Carvalho
District Manager

3501 Quadrangle Blvd., Suite 270

Orlando, FL 32817

Phone: 954.658.4900 | 407.723.5945



Tern Bay Community Development District

www.ternbaycdd.org

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
Vivian Carvalho, District Manager
wardj@pfm.com | carvalhov@pfm.com
Phone: (954) 658-4900 | (407) 723-5945
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817

Meeting Link: <https://pfmcdd.webex.com/pfmcdd/j.php?MTID=m54110dc96a6a69f01a631c2c49035521>

Phone: (844) 621-3956; Code: **2532 410 9482**; Event Password: **Jpward**

OCTOBER 2026

M	T	W	T	F	S	S
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The Public is provided with two opportunities to speak during the meeting. The first time is on each agenda item, 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 should 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.



The following is the agenda for the upcoming Meeting of the Board of Supervisors for the Tern Bay Community Development District ("District"), scheduled to be held at **10:00 a.m.** on **Wednesday, October 21, 2026**, Heritage Landing Clubhouse, 14571 Heritage Landing Blvd., Punta Gorda, Florida 33955.

AGENDA

1. Call to Order & Roll Call.
2. Notice of Advertisement of Meeting.
Pages 6-7
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. Robert Beeline Presentation on EntrancelQ.
Pages 8-17
5. Minutes:
 - I. September 22, 2026 – Regular Meeting.
Pages 18-41
6. Consideration of **Resolution 2027-1** Amending and Restating the dates and time for Regular Meetings of the Board of Supervisors of the District for the remainder of Fiscal Year 2027 to the third (3rd) Wednesday of each month at 9:00 A.M., at the Heritage Landing Clubhouse, 14571 Heritage Landing Boulevard, Punta Gorda, Florida 33955.
Pages 42-44
7. Consideration of **Resolution 2027-2**, Adopting goals, objectives, and performance measures and standards for Fiscal Year 2027; providing a severability clause; and providing an effective date.
Pages 45-51
8. Staff Reports.
 - I. District Attorney
 - a) Memo on Signage within the District.
 - II. District Engineer
 - III. District Asset Manager
 - a) Asset Manager's Report October 1, 2026.
 - IV. District Manager
 - a) **Meeting Dates for Fiscal Year 2026-2027:**
 - Canceled: November 3, 2026, Regular Meeting (General Election Conflict).
 - PROPOSED NEXT MEETING: Wednesday, November 18, 2026, at 9:00 AM.



- b) Commission on Ethics Required Annual Ethics Training Memorandum.
- c) EntrancelQ Report for September 2026.
- d) Financial Statements for the period ending September 30, 2026 (unaudited).

Pages 52-155

9. Supervisors' Requests.

I. Supervisor Brady Request:

- a) Discussion on Preserve area behind hole 8.
- b) Streetlight shading for the terrace condos between 5/6.

10. 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.

11. Adjournment.

Meeting Schedule – FY 2027

Wednesday, October 21, 2026

Wednesday, November 18, 2026

Wednesday, December 16, 2026

Wednesday, January 20, 2027

Wednesday, February 17, 2027

Wednesday, March 17, 2027

Wednesday, April 21, 2027

Wednesday, May 19, 2027

Wednesday, June 16, 2027

Wednesday, July 21, 2027

Wednesday, August 18, 2027

Wednesday, September 15, 2027



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 4: Presentation from EntrancelQ on transponders/Amazon deliveries.

Item 6: Minutes – September 22, 2026 – Regular Meeting.

Item 7: **Resolution 2027-1**, Amending and Restating the dates and time for Regular Meetings of the Board of Supervisors of the District for the remainder of Fiscal Year 2027 to the third (3rd) Wednesday of each month at 9:00AM, at the Heritage Landing Clubhouse, 14571 Heritage Landing Boulevard, Punta Gorda, Florida 33955.

Item 8: **Resolution 2027-2**, Adopting goals, objectives, and performance measures and standards for Fiscal Year 2027; providing a severability clause; and providing an effective date.

Item 9: 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 10: Supervisors' Requests.



Notice of Advertisement of Meeting

Sun Newspapers
Legal Advertising
23170 Harborview Rd
Port Charlotte, FL 33980

10/08/26

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

Phone: (941) 206-1025 Email: legals@yoursun.com

Acct#: 403599	Date: 10/08/26
	Ad Date: 10/11/26
	Class: 3126
	Ad ID: 4000889
JAMES P. WARD	Ad Taker: MPRESCOTT
TERN BAY CDD	Sales Person: 200
2301 NE 37TH STREET	Words: 303
FORT LAUDERDALE, FL 33308	Lines: 73
	Agate Lines: 82
Telephone: (954) 658-4900	Depth: 8.625
	Inserts: 1
	Description: Reg Mt 10.21

Other Charges:	\$0.00	Gross:	\$104.39
Discount:	\$0.00		
Surcharge:	\$0.00	Paid Amount:	- \$0.00
Credits:	\$0.00		
Bill Depth:	8.625	Amount Due:	\$104.39

Publication	Start	Stop	Inserts	Cost
Charlotte Sun (CS)	10/11/26	10/11/26	1	\$104.39

Ad Note:

Customer Note:

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 **Wednesday, October 21, 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.

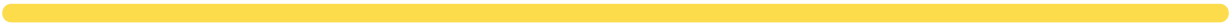
The meeting may be cancelled or continued to a date, time and location specified on the record at the meeting.

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: 10/11/26
403599 4000889

*We Appreciate Your Business!
Thank You JAMES P. WARD!*



Robert Beeline Presentation on EntrancelQ



Tern Bay CDD - Community Access
9-Month Business Review



Agenda

- Monthly Reports
- Access Control



Appendix – insert at
end (previous
meeting discussion)

RFP Award Requirements

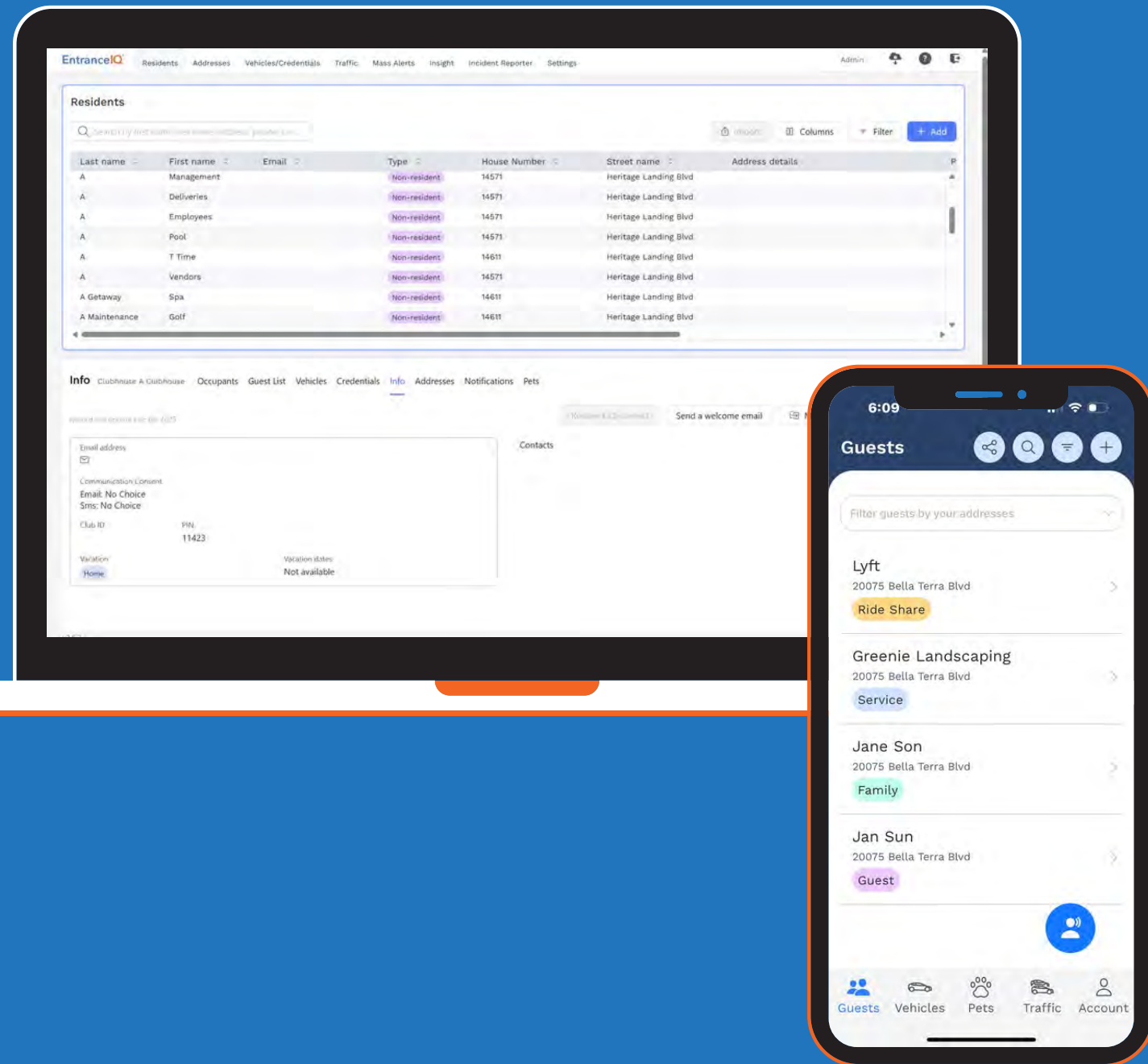
9-Month Business Analytics

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

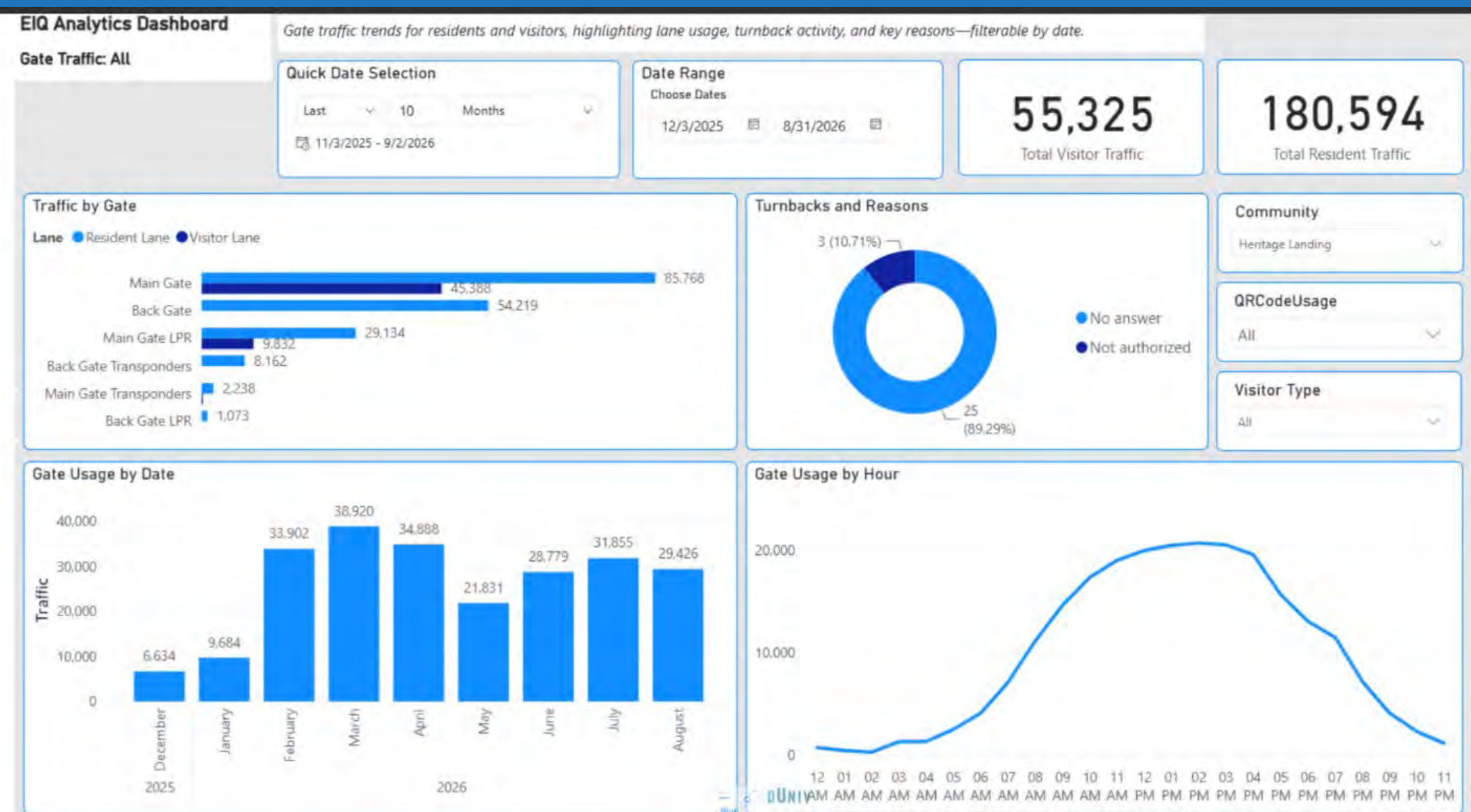


9-Month Total Entry Analytics

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

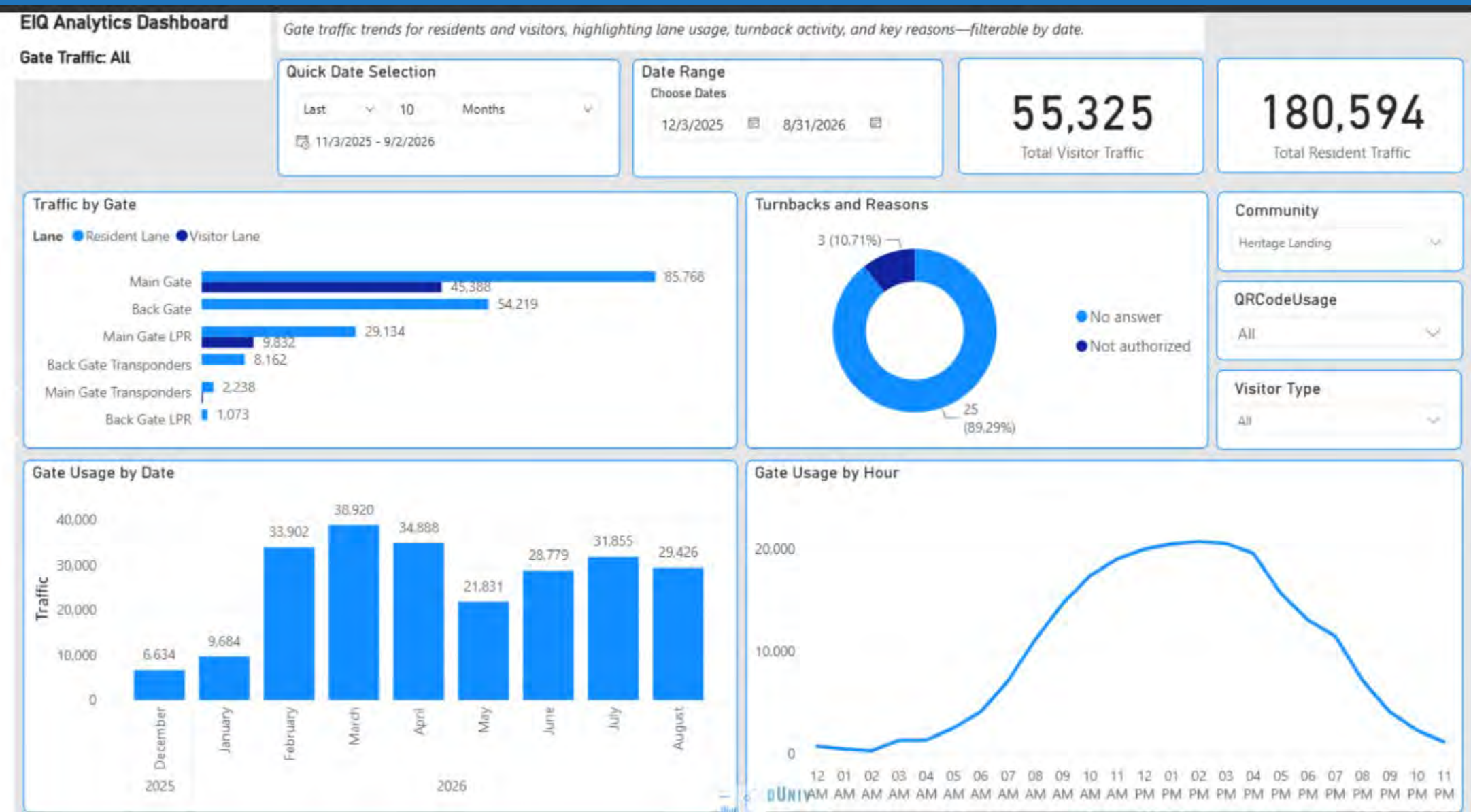
Vehicle and Credential Information

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



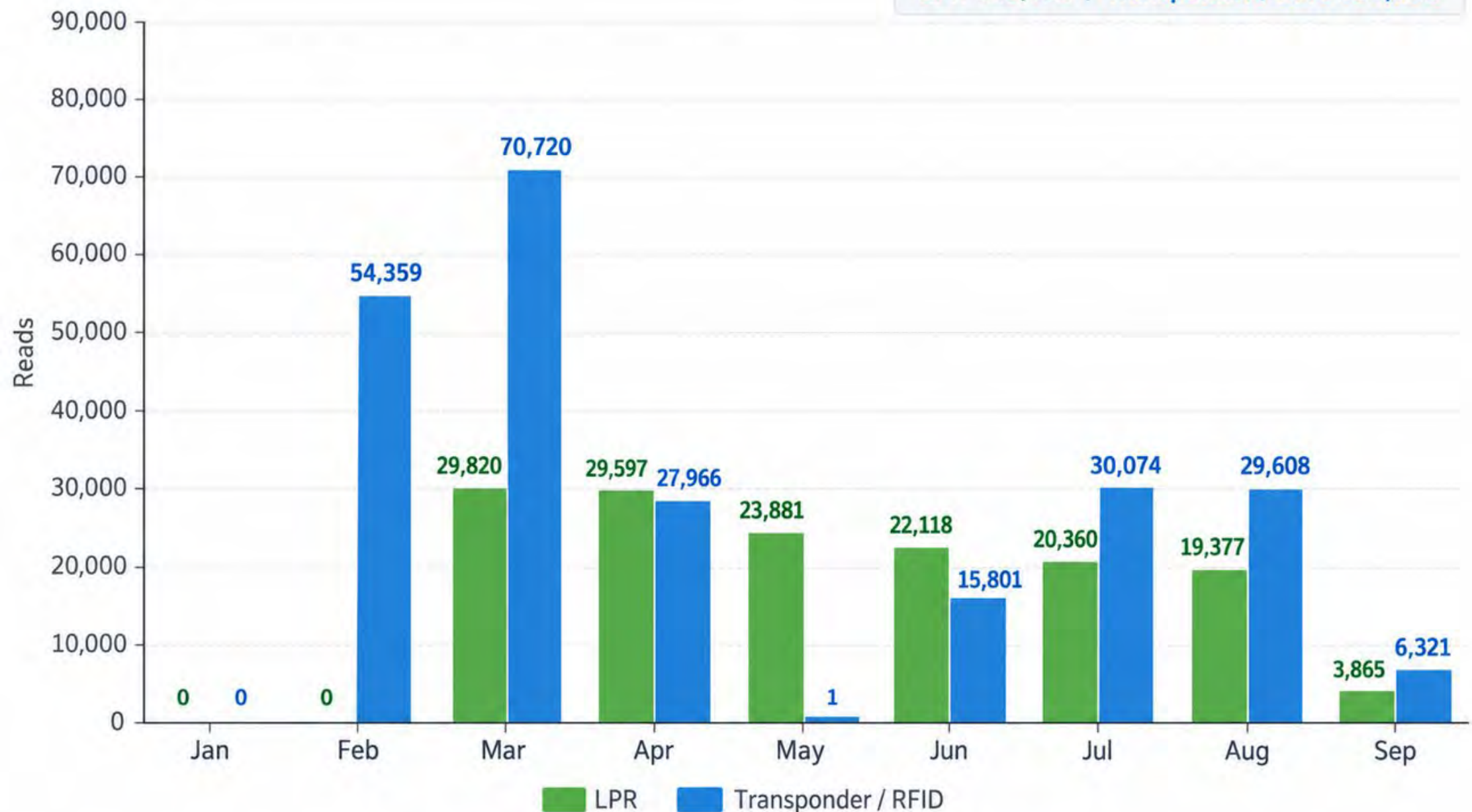
9-Month Total Entry Analytics

Monthly LPR vs Transponder Reads

Heritage Landing resident reader traffic, January–September 2026

9-Month Totals:

LPR 149,018 | Transponder / RFID 234,850

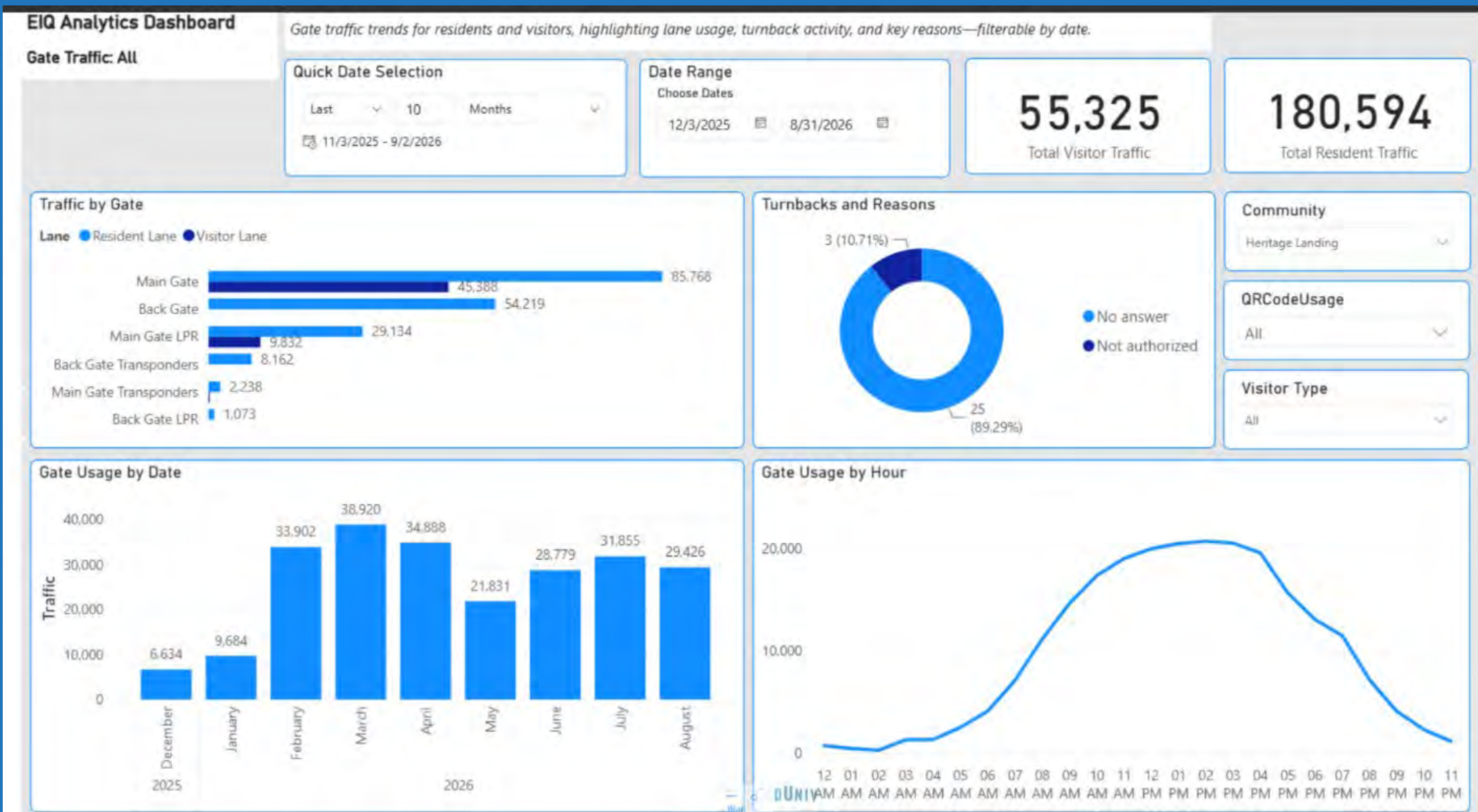


Resident Access

- 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





Minutes 9/10/2026

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

The Regular Meeting of the Board of Supervisors of the Tern Bay Community Development District was held on Tuesday, September 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

Absent:

Gary Hamilton	Assistant Secretary
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Also present were:

James P. Ward	District Manager
Greg Urbancic	District Attorney
Richard Freeman	District Asset Manager
Clay Rebol	District Engineer
Vivian Carvalho	Senior District Manager w/PFM
Racheal Meade	Assistant District Manager w/ PFM
Cori Dissinger	Assistant District Manager w/PFM

Audience:

Mary Longares	w/Heritage Landing Amenity Center
Heather C.	w/Heritage Landing
Yader Portocarrero	w/FPL Streetlighting team (by phone)
Jason Stafford	w/Sunnygrove
Linda Dennes	Deb Savage
Lenore Infonti	Sylvia Schmacker
Stuart Fitzgibbon	George R. Landis, Sr.
Jim Trch	Char Laursen
Rick Waske	Terri Dulin
Tracy Rohes	Pete Morris
Paul & Lynn Harwood	Roger & Denise Deering
Doung & Michele Knight	Rosanne & Frank Accardi
Nick Davis	Rob Gaumer
Nick Nazzareno	Anna Bruins
Mark Hale (Terraces)	Lindsey Heavener
Caryl FitzGibbon	Paulette & James
Sue	Jeff
Linda	Lyn
Joan Savidge	Dan Richards

49	Jeffrey Gordon	Maureen McMullen
50	Daniel Forte	Roger Kovalec
51	Steve Trask	Glen Perry
52	Frank	Bo Puffer
53	Ovidio Irizarry	Thomas Eshcoff
54	Ashley McClurg, Terrace 5 condo board	
55	Weis	Cathleen A
56	Rich Gase	Joe Vaske
57	KC	Linda
58	Gail Kurpisz	J
59	Al Vespa	Mary
60	Jean Turgeon	Jeffrey Gelman
61	Katherine Burke	Mike Reece
62	Rod	Gail
63	Debora Dean	Kris
64	Jamie Maddux	Diane Stuart

65
66 All residents' names were not included with the minutes. If a resident did not identify
67 themselves or the audio file did not pick up the name, the name was not recorded in
68 these minutes. Portions of these minutes may be transcribed in verbatim.
69
70

71 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

72
73 Mr. Ward called the meeting to order at approximately 10:00 a.m.; all Members of the Board
74 were present, with the exception of Supervisor Hamilton, constituting a quorum.
75
76

77 **SECOND ORDER OF BUSINESS**

Notice of Advertisement

Notice of Advertisement of Public Hearings and Regular Meeting

82 **THIRD ORDER OF BUSINESS**

Public Comments

Public Comments on Agenda Items

83
84
85
86 Mr. Ward reviewed public comment protocols. He explained the questions and comments
87 would be written down and answered after all public comments were made. He asked if there
88 were any comments or questions regarding items on the agenda.
89

90 Mr. Stuart Fitzgibbon thanked the CDD Board. He stated he and his neighbors were pleased
91 with the new streetlights and would like to see additional streetlights installed. He thanked
92 the Board for its efforts regarding the landscaping as well.
93

94 Ms. Anna Bruins asked why the proposals for flower beds along Heritage Landing Blvd from
95 Sunnygrove were rejected, what could be done to get the proposals approved and when the
96 flower beds could be replanted. She said in front of her condo building there were flower

beds which needed attention. She said she understood the CDD was waiting for the plat to determine who was responsible for maintaining these flower beds. She asked about interim maintenance plans for these flower beds to ensure the beds remained at the same standard as the rest of the development.

Mr. Ward explained the landscaping within the condominium areas including near garages, and anything outside of Heritage Landing Blvd was the responsibility of the HOA. He noted the CDD knew the plat was going to indicate the areas not a part of Heritage Landing Blvd would be maintained by the local association.

Mr. Steve Trask thanked Mr. Ward and the Board for assisting with the swale issue with Lennar. He stated he hoped the proposed six streetlights would be installed in Verandah 3. He noted it was very dark in Verandah 3 at night.

Mr. Nick Davis asked if there was a publication which indicated what the Master Association and the CDD each were responsible for, so residents could direct questions and concerns to the proper entity.

Mr. Ward stated the plat was finalized and reported at the County level; the final step in the process was for the County Property Appraiser to take the plat, assign separate property identification numbers, and assign ownership interest based on what was identified on the plat. He stated he did not know if the Property Appraiser had gone through the plat and done this yet; it could take a month to complete, but soon it should be available to view on the Property Appraiser website.

Ms. Ashley McClurg stated she was on the Terrace 5 condo board. She thanked the CDD for researching the streetlight situation and putting together the proposal. She said she had been trying for two years to get streetlights in, and she hoped the CDD Board would approve the proposal.

FOURTH ORDER OF BUSINESS Discussion

Discussion of Florida Power & Light (FPL) Street lights

Mr. Ward asked Mr. Yader Portocarrero with FPL to present the FPL streetlight proposal.

Mr. Yader Portocarrero stated he recently transitioned into his role with the FPL Streetlighting Team covering the southwest portion of Florida. He stated in June he and Vickey DeLuca spoke about areas across the community which needed illumination, as well as safety and security issues. He explained he worked with Ms. DeLuca and Richard Freeman to verify light locations and make it as cost effective as possible for the community by tying the lights into existing infrastructure. He stated a plan was developed for Birchwood Court, Verandah and Terrace Homes. He said Birchwood Court should be fully installed and was taken care of by Lennar. He stated the streetlight plan for Terrace homes and Verandahs was engineered by his team, and a proposal was prepared for the Board to approve. He noted the proposal included six streetlights at Verandahs and four streetlights at Terrace Homes. He stated there would be no upfront costs for installation; there would be a monthly fee for the lights. He

145 stated FPL would fully own and maintain the streetlights. He indicated it would cost \$350
146 dollars a month for the ten extra streetlights. He stated if the agreement was signed today,
147 installation would take place in January.

148
149 Chairperson Tara Brady stated she thought this was a good proposal; the community needed
150 these lights. She said the lights were supposed to be installed before, and it was very dark in
151 these areas. She stated Verandah 1 was extremely dark, the last light was at the end of Black
152 Beauty, and the next light was at the intersection of Terrace 1. She stated there were no lights
153 at the entrance to Verandah 1 and it was extremely dark. She noted when Verandah 1 was
154 built there was a conduit sticking up at the driveway which said FPL, so she believed there
155 originally was supposed to be a light there, and it was possible there was a conduit there as
156 well. She said she felt the Verandah 1 area should be considered for light installation at this
157 time as well. She noted there were four buildings with 12 units each which had no
158 streetlights. She asked for a light to be installed at the entrance as a minimum.

159
160 Ms. Vickey DeLuca stated the proposal before the CDD could be executed immediately if the
161 CDD agreed and over 250 homes would receive streetlights soon. She said she would be
162 happy to start the process over again for the other homes Chairperson Brady had in mind,
163 meet with Mr. Portocarrero, and obtain a proposal for these other homes. She said this was
164 not a "one and done" with FPL.

165
166 Chairperson Brady stated she would like Mr. Portocarrero to look into the situation.

167
168 Mr. Portocarrero indicated he would be happy to take a look. He asked for an aerial
169 screenshot of the area with a pin location.

170
171 Ms. Denise Blakely discussed areas she felt needed additional streetlights behind Verandah 3
172 by the trash bin, Birchwood Court entranceway near the bridge, and the main roundabout
173 missing light.

174
175 Chairperson Brady stated the bridge near Birchwood Court was the CDD's responsibility to
176 illuminate, but there was no money in the budget at this time.

177
178 Discussion continued regarding the bridge and the lighting needed; and where additional
179 street lighting was needed: between light 5 and 6, between light 13 and 14.

180
181 Ms. DeLuca said the CDD needed to decide if it wanted to move forward with the proposal
182 today, get the proposed lights installed and then consider additional lights, or did the CDD
183 wish to send the proposal back and redesign. She said if the CDD sent the proposal back, the
184 lights would not be installed in January, it would take approximately 60 to 90 days to
185 redesign.

186
187 Mr. Richard Freeman stated he spoke with Mr. Portocarrera and there was no cost to the
188 District if there was a transformer near where the light would be installed. He said if there
189 were no transformer the CDD would have to pay to run the electric to the site.

190
191 Mr. Portocarrera indicated it cost approximately \$12 a linear foot to run electric for FPL.

Chairperson Brady said she was willing to make a motion to approve the proposal and look at adding one more streetlight if there was a transformer there, or get the cost for that additional light, as well as the lights in Verandah 1.

Discussion ensued regarding streetlight installation being free if there were a transformer at the streetlight location.

Ms. DeLuca said she would pursue adding more streetlights where needed in the community. She indicated she welcomed input regarding where additional streetlights were needed.

Ms. Blakely asked if there was a map of the streetlights in the community.

Mr. Ward stated there was a streetlight map on the website.

Discussion ensued regarding what streetlights were supposed to be located where; who decided where to install streetlights initially (Lennar); the areas which needed streetlights more than others; whether or not there were streetlights which were "owed" to the community from Lennar; Lennar not owing the community any streetlights; whether there was an FPL map showing where lights were supposed to be; and why Lennar did not install lights everywhere throughout the community.

Mr. Ward: This community has been here a relatively long time. For whatever reason, Lennar decided to put in lights which were a standard FPL lighting system. They don't charge you for the lights; they get it back in the monthly fee. It is what it is. You can look in your budget, and you can see that there is an electric bill that we pay every month to FPL for all of these lights that they have put in. The lights that were in the original plan that was done, even in the FPL plan there was no obligation by Lennar or the CDD; if you don't want to put a light in, you don't have to put a light in. I think this is a great step. We get 250 homes that get lights right now. There are some that are missing. We will try to figure out which ones they are and see if they can be added as long as there are transformers there. If there is not, obviously that's a cost we will need to consider. This, I think, is a great plan to get done and approved today so we can get this moving forward. Denise will work with everybody to figure out specifically the lights that are missing and we will figure out a solution. That's a great plan for today and a great plan for how to move this process forward.

On MOTION made by Tara Brady, seconded by Vickey DeLuca, and with all in favor, the FPL proposal was approved and direction to look into adding a streetlight at the entranceway on Birchwood Court and in Verandah 1.

Mr. Ward thanked Mr. Portocarrera for his assistance and work on this project.

FIFTH ORDER OF BUSINESS

Presentation

Presentation on EntrancelQ transponders/Amazon deliveries

Mr. Ward: Robert Beeline and one of his staff members was anticipated to be on the call today to discuss the higher level issues with respect to the EntrancelQ system. I think from my perspective, as a manager, I'm not going to go through all of these details with you, but I wanted to point out something to you. As a manager, I take a look at this, and I know we took this over basically October 1 of last year but remember we were still transitioning from the Ramco system to the EntrancelQ system. We were in the Ramco system from October 1 through the end of January, I think. So, if you look at the 9 month statistics, there have been 180,000 vehicles that have come through the front and back gates. I was personally astounded at that number. Especially when everybody says summer is here, people go away. Not true in this instance. We are seeing substantial traffic going through both of the gates, even in the summer months. Even with the visitor traffic in the system, we have had over 55,000 vehicles in the 9 month period registered in the system. We are still working through some issues with respect to this. 90 percent of the residents are registered. Some residents don't want to register. That is an option. If they choose not to do that we don't require them to do that, they just have to go through the visitor gate. But 80 percent of the residents are actively using the EIQ Connect which is your app that you have that you can get text messages from. And one other statistic that I think is interesting, 73 percent of the residents are using QR codes also. If you remember the original discussion we had with EntrancelQ, we talked about both the license plate and the transponder system. We have a significant part of the community using just their license plates, but many residents still prefer to use the QR codes. If you look financially at what we did, from October 1, basically through February which is when we were in the Ramco system, we went through something like 10,000 transponders. From then until now we only bought 5,000 transponders for the system, and we still have a significant amount of those left. Many people are not using the transponders like they used to, but they do want them and they use them. We make sure, going forward, we don't give them out anymore, you can't put them in baggies and give them to your friends. We put them on the cars and make sure they are both registered on a going forward basis. When I saw this presentation that EntrancelQ put together for you, I thought I would go through the higher level of statistics. I'm going to leave the rest of this presentation for another time. We will schedule this for your next board meeting. I just wanted you to get the feel of the number of people and cars coming through the system in a 9 month period. Frankly the Allied Staff has done an amazing job, especially Heather with respect to making sure the residents are logged into the system. We are getting all of that done on a regular ongoing basis.

Mr. Robert Brady: When all of this started, I voted for EntrancelQ on the assumption that the transponders were all going away and it was all going to be LPR. Now, reading these statistics, there are more people using the transponders than the LPR. Why is that?

Mr. Ward: If you look at the screen, if you look at the RFP itself, these are the key areas that you awarded the bid on with respect to EntrancelQ: ensuring that the gatehouse visitors had correct access; we had a resident application that was both web based and a phone application which we have not implemented; vehicle access and license plate reporting and reporting in the system. I think it's been extraordinarily well done over the last 9 months. So, vehicle access, EntrancelQ did not say in their RFQ that we would be able to get rid of the transponders. And as a matter of fact, if you look at the way the system operates we really can't do that. There are vehicles out there that have specialty plates that the cameras cannot read and other vehicles with license plates the reader cannot read due to spare tires or height or other things.

289

290 Mr. Brady stated if the residents with plates which could not be read had to stop 5 times and
291 back up and go to the visitor gate the plate cover would come off real fast.

292

293 Ms. Vickey DeLuca stated the most important part was the RFP that the board approved did
294 not have an LPR requirement. She said she even asked if the system would integrate with
295 transponders. She noted EntrancelQ indicated the system would run on the transponders so
296 as not to disrupt the community.

297

298 Ms. Denise Blakely stated she understood the EntrancelQ system would temporarily use
299 transponders for the merge so as not to affect the community, but the CDD wanted the
300 transponders to be gone, because who knew who Lennar gave transponders to. She noted
301 multiple construction vehicles had transponders into the community, and she wanted to
302 eliminate those transponders and eliminate access to people who were not residents of the
303 community. She said it would be a slow transition, but the transponders were supposed to be
304 gone.

305

306 Chairperson Brady stated while she understood the CDD reversed it and was allowing the
307 transponders, the CDD 100 percent said it was getting rid of transponders, which was why
308 Mr. Ward sent out emails saying the transponders were going to be turned off many times.
309 She said that was the original intention. She noted things changed, and the CDD had to
310 change with it. She stated she understood the transponders could not be eliminated
311 completely for certain reasons, but it was the original intent. She said she wanted to be sure
312 going forward the people obtaining transponders were paying for the transponders. She
313 stated the CDD should be recuperating that cost.

314

315 Ms. DeLuca asked if Chairperson Brady remembered when Lennar gave one free
316 transponder and additional transponders were \$10 dollars each.

317

318 Chairperson Brady stated she remembered getting two transponders and the two extra
319 transponders were \$20 dollars each. She said for those who used the license plate reader it
320 would always be free, but residents who insisted on having a transponder should be required
321 to pay for the transponder.

322

323 Ms. Blakely agreed.

324

325 Ms. DeLuca agreed. She asked if the CDD could charge for the transponders.

326

327 Mr. Ward said he had to put something in place at the Board level, some kind of a rule to set
328 a fee structure and an administrative process had to be put in place for purposes of collecting
329 the funds.

330

331 Chairperson Brady asked Mr. Ward to move forward with that and bring it back to the board
332 along with the cost of the transponders.

333

334 Mr. Ward stated it took 60 to 90 days to go through the rule making process, but he would
335 get it started.

336

Ms. Blakely noted that at this point only residents received transponders; renters, guests, construction workers, etc., would not be able to get a transponder; only homeowners.

Mr. Ward stated security stopped handing out transponders to non-homeowners many months ago.

Discussion ensued regarding the transponders which belonged to unknown individuals.

Mr. Ward stated EntrancelQ turned off the transponders which belonged to unknown individuals and it was very messy; many residents complained vociferously and the transponders had to be turned back on immediately. He stated a more complicated process of transitioning the older transponders to the new system would need to be done; just turning off 1,500 transponders was not a good idea at this time. He noted it was going to be very difficult to figure out who had the 1,500 transponders.

Ms. Blakely said EntrancelQ was supposed to slowly turn off the transponders, and then the residents would come up to the office because their transponder did not work anymore, and the office would get the residents situated with the new system.

Mr. Ward: There are over 1,000 transponders and we don't know who they are. It's not simply turning them off and people will walk up to the office. That's not right to your residents. We've got the system. It's operating extremely well at this point. I understand your concern, but at the end of the day you can't just turn off more than 1,000 people's old transponders off for whatever reason. We will put this on the next agenda. As a part of the EntrancelQ discussion next month you can make the decision if you want to turn them off. You can send a notice out to the community saying you are going to turn them off on such and such a date and we can deal with it at that point.

Ms. Carvalho: Just because I've had the experience of transitioning over to this type of system. I think when the time comes, it's extremely important that you have the option of transponders and what that process is in terms of cost associated with replacement, so that you start that paper trail. Keep that in mind, when making that change don't do it drastically without having the process in place in case there are residents who still want to have transponders.

Mr. Brady noted the CDD discussed this point many times in the past, there was a person at the front office in place to assist residents; this was supposed to be transitioned over already.

Ms. Blakely said EntrancelQ was supposed to slowly shut down the transponders and residents would slowly come to the office, but this did not happen and more transponders were purchased.

SIXTH ORDER OF BUSINESS

Presentation

Presentation from Sunnygrove on landscaping suggestions going into 2027

Mr. Ward stated Jason Stafford with Sunnygrove landscaping would speak.

Mr. Jason Stafford stated he had been working with Richard Freeman on some options for landscaping and put together a few proposals. He stated there was a lot of damage from the frost and the drought throughout South Florida. He noted there were some changes to the proposals created two months ago because the landscaping had changed in the past two months, for example, part of the budget was earmarked for sod replacement, but the sod was looking much better today, and it would not be needed. He discussed the things he felt needed to be done soon, such as dead palm trees, plant replacement in the front, etc. He said he felt planting larger natives on the berms would be a better use of funds as opposed to sod replacement. He noted those areas of sod failed the first time, so maybe try something different this time. He stated proposal 1 was to get the plants and palms replaced. He recommended proposal 1 as it was. He stated proposal 2 was pine removal, and he recommended this as well. He stated proposal 3 was not as relevant now as it was; he recommended revisiting proposal 3. He stated proposal 4 was muhly grass to go with number 3; again, he recommended revising proposal 4. He stated proposal 5 was a recommendation to add more muhly grass and less sod; this eliminated approximately 4,500 square feet of sod from the previous proposal. He stated he recommended looking again at the sod replacement proposals to see what kind of condition the sod was currently in before moving forward. He said water restrictions would be lifted, hopefully, October 1, at which point the ponds would be full, rain was abundant, and it was time to get the new plants in before winter. He recommended approving the first two proposals, let him and Mr. Freeman work on a sod versus plant proposal to present at next month's meeting, and if approved the next proposal could be expedited. He reviewed the proposals and discussed areas in which he believed muhly grass instead of sod would be appropriate. He stated he made a proposal to rip out the landscaping at the back gate and plant sweet viburnum which were very hardy; this would cost approximately \$20,000 dollars. He said this could be done, or the old cocoplums could simply be replaced for approximately \$12,000 dollars. He suggested putting funds together to address the back gate landscaping at a future date. He said replacing the cocoplums which could again die in a freeze might not be a good idea.

Mr. Richard Freeman stated most of the plantings these proposals focused on were part of the main focal point on the main boulevard. He noted there were many other areas which needed attention, but because of the limits of the budget he focused primarily on these main areas. He stated he could put together a long term capital plan in which maintenance of existing landscaping would be included, as well as new landscaping projects.

Mr. Brady asked where the money for the projects would come from. He stated at the budget meetings, everyone was whining about cost, so the landscaping budget was cut drastically. *You can see how far those numbers will get us. I'm looking forward to next year when this comes up again.*

Mr. Stafford: That's what we were trying to do, stay within the budgetary confinements and get the best bang for the buck, to Richard's point, in the focal areas. That's why once again, because we are limited, I would like to look at it again to make sure we are getting the best for what we have.

Ms. DeLuca: We have \$50,000 dollars in our budget for next year for landscaping. I do think we need to fix the back gate. I went and counted them myself. My question is, the proposal you gave us back in March, 175 times \$19 dollars a plant, which was a 3 gallon plant, that's

433 \$3,300 dollars. The removal was \$2,800 dollars which was significantly less because we're not
434 removing the whole thing, and some of them don't even have places there, so we are talking
435 less than \$5,000 dollars to fix the back gate, not \$12,000 dollars.

436
437 Mr. Stafford: I was putting in larger plants to fill the holes, so it wasn't looking like this. To her
438 point, absolutely we can put the smaller ones in, and save money, as long as aesthetically the
439 community understands that's going to look like -- it's going to take time to grow in.

440
441 Ms. DeLuca thanked Mr. Stafford and said she was in favor of fixing the back gate
442 landscaping for a smaller amount.

443
444 Mr. Stafford said he would walk the back gate, get a true count, and do a 3 gallon plant.

445
446 Ms. DeLuca asked for the 3 gallon plant option and a slightly larger plan option. She said
447 even if the amount for plants doubled she felt it was a more affordable option.

448
449 Mr. Freeman stated the cocoplum was open and exposed to conditions. He said the front
450 hedge was sprayed with vapor guard, the back hedge was not sprayed, and he would look
451 into spraying the back hedge going into next winter.

452
453 Mr. Stafford stated he would look at it again and put together a 3 gallon and a 7 gallon
454 option for the CDD to consider.

455
456 Chairperson Brady noted the back hedge was not even on the list today, so she would like to
457 move on. She stated on the list today for removal, on page 39, were two cabbage palms
458 south of the Clubhouse past the bridge on the east side. She stated this was golf course
459 property, not CDD property. She said as such the CDD should not be responsible for this.
460 She stated that entire hedge was way past the CDD's right-of-way and even the group of
461 three trees in the front were outside of the CDD right-of-way and the CDD should not be
462 maintaining it. She said, as a minimum remove these from the proposals. She said on the next
463 page, the tree earmarked for removal was a tree on which she always saw the eagles living in
464 and she did not want it taken down.

465
466 Discussion ensued regarding the large dead trees which were eagle and bird habitats.

467
468 Chairperson Brady stated she understood Mr. Stafford wanted the CDD to move forward with
469 proposal 1 and proposal 2 at a cost of \$16,130 dollars, but this cost would be lowered if the
470 tree removals not on CDD property were not included in the proposals. She asked where the
471 other slash pines were located. She noted there were two she did not want the CDD to
472 remove.

473
474 Mr. Stafford stated there were three in a clump where Chairperson Brady was referring and
475 there was one by the bridge. He said aesthetically removal of the pines was recommended,
476 but otherwise there was no other reason to remove the pines.

477
478 Mr. Freeman recommended taking down a few of the pines which might present a hazard,
479 especially the one next to the bridge which could damage the bridge if it fell.

Chairperson Brady stated she felt the grouping of three pines should be left in place, but if the Board wanted the tree by the bridge removed she would not argue.

Mr. Stafford asked if the Board wanted to remove proposal 2 in full.

Chairperson Brady stated she would approve proposal 2 as long as any work proposed for south of the bridge near the clubhouse was removed from the proposal because that was golf course property.

Ms. DeLuca asked if the 9 trees earmarked for removal were all on CDD property, or was Chairperson Brady correct that some of the trees were on golf course property.

Mr. Freeman stated he would verify the trees were on CDD property.

Ms. DeLuca asked about the mulch. She said mulch would be done throughout the property in the winter, so mulch should not be included in the proposals.

Mr. Freeman indicated he would discuss the mulch in his operations report; mulching would be done mid-November if approved.

Discussion ensued regarding the slash pines, mulching, sable palms and proposal 2.

Mr. Stafford stated he would verify the sable palms were on CDD property.

Ms. DeLuca said proposal 2 was out, and she wanted a proposal for the back gate.

Mr. Stafford indicated this would be done.

Mr. Brady asked how long it would take 3 gallon coco palms to grow in.

Mr. Stafford responded it would take about two years to fill in. He stated the coco palms at the back gate were 15 to 20 gallon plants.

Ms. DeLuca stated she felt Mr. Freeman should put together a plan for landscaping throughout the community. She discussed areas which needed to be addressed. She asked how \$50,000 dollars could best be used to improve the landscaping for the residents.

Mr. Ward: We are literally just going into our fiscal year budget. We only have \$50,000 dollars for an entire year for a huge landscaping program. If we want to spend a grand here and there now to fix something, who cares, but we need to take a step back and take a holistic look at this entire landscaping system and identify all the areas that need to be improved. Richard can put them on a map, show you where they are, cost these things out and identify how we are going to move forward going into fiscal year 2027. Although I appreciate Jason's work, I am not in favor of spending \$50,000 dollars. I'm not really in favor of spending \$5,000 dollars, but if you want to spend a couple of grand I don't care. But we really need to take a step back and take a more holistic look at this. We are not going to get this done, I mean everybody thinks we are going to throw \$50,000 dollars in fiscal year 2027. That's a drop in the bucket for this project. We need to take a longer more strategic approach to this landscaping plan. It's going

529 to take a couple of months to do that. It's not going to happen this year. We will fix what we
530 need to fix. \$50,000 dollars is a lot of money, but it's not anything in the context of this. When
531 you look at these proposals, I added them all up and it's \$50,000 dollars just to do this little
532 bit, and this is nothing. At the end of the day, if you want to fix the back gate, I don't care, but
533 we really need to take a more holistic approach to this entire system.

534
535 Ms. DeLuca: I agree. This needs to be done in phases. Maybe take out the dead eyesore stuff
536 and slowly phase in the new things as we can afford it. And then we will know for next year's
537 budget, we will have an idea of what we will need to make this place look like we want.

538
539 Mr. Ward: Yes. Look at the entire community. Look at where you are now. Look at all the costs
540 we think we are going to have to deal with over a period of time, and then we can phase it.
541 And we can tell residents this will be done in 2027 or 2028 or 2029 or 2030. It's not going to
542 happen in year one unless you are going to dump a bunch of money into it and I don't think
543 that's a good idea right now.

544
545 Ms. DeLuca suggested replacing the grass on Burnt Store Road with muhly grass which was
546 more drought resistant and aesthetically pleasing.

547
548 Ms. Blakely said the dead things needed to be removed.

549
550 Ms. DeLuca agreed.

551
552 Mr. Ward: It's not just Burnt Store Road; it's your whole community. Just because you drive
553 down Burnt Store, everybody drives in the community and they have to see it, so you have to
554 have a more holistic view of this. I will work with Richard, and Richard can work with Jason, and
555 we will do the map thing, but as a Manager, I'm advising you not to spend a ton of money
556 right now. We need to look at this going into the 2027 fiscal year and then going forward. I'm
557 going to make the decision for you, as your Manager, we will do that little bit of back gate stuff
558 is and we are going to spend not as much as we need to, and over the next two or three
559 months Richard is going to develop a larger landscaping plan for us, and we will work
560 cooperatively with him and Jason on doing something on a broader scope for you which I
561 think will allow you to step back and see the bigger picture.

562
563 Mr. Brady: So, proposals 1 through 5 are out and we are now concentrating on the hedge at
564 the back gate?

565
566 Mr. Ward: As far as I'm concerned at the moment, other than the back gate and if a dead tree
567 if it's going to fall on something that's another issue, but other than that I don't think there's
568 too much more we need to do at this meeting. If I need to change course with you next month
569 I will tell you that, but my recommendation to you is we take a step back and have a larger
570 view of the system.

571
572 Ms. DeLuca: If there is one proposal that comes back, it should be proposal 1 on Burnt Store
573 Road, but very specifically where is this going to fix Burnt Store Road. It's hard for us to
574 visualize it on the proposal.

Mr. Ward: I can envision \$11,000 dollars on Burnt Store Road, but I'm not seeing a lot of bang for the buck, because it's not that much. I can see us putting that much in, but I can see everybody in the audience going well, you didn't do this and you didn't do that, because there is no large plan here.

Ms. Blakely: Can we get a proposal for the removal of the dead palms for now?

Mr. Ward: I will take care of whatever dead palms need removal if it's not too expensive. I'll just do it. If I don't like the numbers, I'll bring it back to you. How's that?

Ms. DeLuca: Denise you want the dead palms removed because they are an eyesore?

Ms. Blakely: Yes, but if it costs too much -

Mr. Ward: Let me get the numbers. If it's a dead palm and it's not going to fall anywhere then it's not an issue but let me spend some more time on this issue.

Mr. Brady: The dead palms we have, did they get hit by lightning or did they rot?

Mr. Stafford: If they had Ganoderma, the recommendation would not be to plant another palm because they could just be susceptible to Ganoderma again. The sable palm had Ganoderma. Lightning or the good Lord just took it for the others. They are native palms. They are pretty hardy. With the number of palms you have, overall, very few are having problems. Overall, they are pretty successful. He explained when the palms were removed then Ganoderma would be verified; if Ganoderma was identified then a new palm would not be planted in the same location.

Discussion ensued regarding the location of the sable palms (cabbage palms) on Heritage Landing past the bridge; and putting a yellow tag on the trees which needed removal so the CDD Board Members could drive around and see which trees were marked.

Mr. Stafford indicated he would tag the trees for removal and also use a full site map with the next proposal for better visualization of material locations.

SEVENTH ORDER OF BUSINESS

Consideration of Minutes

July 22, 2026 - Public Hearings and Regular Meeting Minutes

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

On MOTION made by Denise Blakely, seconded by Robert Brady, and with all in favor, the July 22, 2026 Public Hearings and Regular Meeting Minutes were approved.

EIGHTH ORDER OF BUSINESS**Consideration of Resolution 2026-15****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**

Mr. Ward stated Resolution 2026-15 authorized adoption of the mutual aid agreement which allowed the District to utilize the resources of the Division of Emergency Management in the event of emergencies or storm events. He noted the resources could only be used for public property, but the CDD did have a water management system for which it might be able to obtain resources. He explained this Resolution did not bind the Board to use the agreement. He noted it was a relatively complicated process to obtain the resources with lots of paperwork, but it was good to have the agreement in place just in case. He asked if there were any questions.

Mr. Brady stated he saw no benefit for the community to approve this Resolution. He stated he could see the State using the community as a staging area while the community received nothing in return.

Mr. Ward: This is reciprocal in the sense that you can ask the State for aid if they want to do something. They can't use your community to stage anything and they can't ask you to provide services to another community. It just allows you to garner some State funds in the event you want to. I'm not going to disagree with you about the process; it is a long arduous process, but there is no risk to you if you enter into the agreement.

Chairperson Brady: After Hurricane Ian, we had to do a \$500 dollar special assessment to have the debris removed from our community. If we had this in place and had the proper connections at that time with the County, we could have had the County public works come in and remove the debris for absolutely nothing. It would not have cost us a penny and we could have saved everybody the assessment, or a large portion of the assessment. In the 22 years I have worked in emergency management, there has not been one hurricane that we have not done a special agreement where the County enters private communities and removes the debris. They have done it in every single hurricane we have had to remove debris. I personally say we should do it. There is no downfall. We don't have public works, so we're not going to go help other agencies. We would be more on the receiving end of the work.

Mr. Blakely: So, there really is no drawback to this Resolution.

Mr. Ward agreed there was no downside or drawback to this agreement.

Discussion continued regarding the State Mutual Aid Agreement; there being no downside to the agreement; and the agreement making aid available to the CDD in an emergency event.

On MOTION made by Tara Brady, seconded by Vickey DeLuca, with three in favor and one opposed, Resolution 2026-15 was adopted, and the Chair was authorized to sign.

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

Mr. Ward stated this discussion would be skipped for today as there was nothing to add.

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

Mr. Urbancic: Following the prior meeting, the plat did get recorded and we did record the drainage easement and the golf cart path easement immediately subsequent to the recording of the plat. Those have been recorded and Jim's office has copies of those. Just a reminder that everyone finalizes their ethics training before the end of the year.

Ms. Blakely: Anything on the welcome center area? Is that still Lennar?

Mr. Ward: That is still in Lennar's name. Greg and I have been talking about getting that moving forward.

Ms. Blakely: That will be something we discuss in the future?

Mr. Ward: I think you already have. We've just got to close on it now.

II. District Engineer**a. SWFWMD Phase I Modification Transfer to Operation**

Mr. Clay Rebol: Regarding the SWFWMD certifications, phase 1, which has pretty much been turned over to operation phase, there was a modification within that phase 1 area that was near the Coach Home tract. That permit has not been transferred yet, so we are going to make that transfer submittal to the District, and we need a signature from the CDD to make that submittal, so that's some paperwork there.

Mr. Ward: These are relatively normal and typical transfers that happen constantly between Districts and the Water Management District when updating, changing, modifying, adding to or subtracting from permit authorizations. Usually, they are just signed by the chair as a matter of record, but we now put all of these items on the agenda. The transfer goes from Lennar's name over to the CDD. Do you have any questions?

Ms. DeLuca: Just a recommendation Jim, in the future, it's hard to know exactly what these parcels and these names are, so if they could give us a visual in the future?

Mr. Ward: Okay, Mr. Rebol, in the future, a map of the layout would be helpful for the permit transfers for the Board.

Mr. Rebol: Okay. This is in the original. I believe there are 15 or 16 permits on this site. Some of them run together, and some of them take over old permits and this was one that ran with the phase 1 parcel of the community, so it was just one that stood out that needed to get certified. Even on the certification form, it was set up where the CDD is supposed to get the stormwater on the actual certification, and if it's on the permit, the CDD doesn't have to sign the certification transfer; however, the District's new stance is, even though it says that on their form, they may want you to sign it. So, like Jim said, this is a normal occurrence. It's just a process.

Ms. DeLuca: This is just going to be some ongoing clean up since we got the plat recorded and making sure everything is transferred from Lennar correctly. That's what I'm hearing you say, correct?

Mr. Rebol: That's correct. Yes. Phase 1 is already in your name. This will go into the CDD as well, and then we have two transfers happening in phase 2 as well that are about to be completed. They have already been under review, and we are going to be resubmitting here shortly. That should finalize those two permits within the phase 2 area. When I say finalize, I mean transfer operation into the CDD's name.

Ms. DeLuca: This appears to be Poppy Field, correct?

Mr. Rebol: Correct.

On MOTION made by Vickey DeLuca, seconded by Robert Brady, and with all in favor, the Modification Transfer to Operations was approved.

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. **EntranceIQ Report for July 2026**
- f. **Important Meeting Dates for Fiscal Year 2026:**
 1. **Next Meeting: Tuesday, October 6, 2026, Regular meeting**
 2. **Change/Cancel November 3, 2026 Meeting Date (Conflict with General Election)**
- g. **Financial Statement for period ending July 31, 2026 (unaudited)**
- h. **Financial Statement for period ending August 31, 2026 (unaudited)**

Mr. Ward: Your USDA agreement for the wild hog trapping is up for renewal again. The pricing is the same as it was in the prior year. It looks like it's around \$25,000 dollars per year. Obviously, we have had great success with the wild hog trapping. We are not getting any complaints since USDA has been on site. The agreement is exactly the same. We cannot make changes to it. It is a standard agreement.

Mr. Brady: Isn't it up to \$25,000 dollars?

768
769 Mr. Ward: Yes.
770

771 Ms. DeLuca: We have \$34,000 dollars in the budget for this.
772

773 Mr. Ward: Yes, so we have a little bit of money left over we can put into landscaping.
774

775 **On MOTION made by Robert Brady, seconded by Vickey**
776 **DeLuca, and with all in favor, the USDA Cooperative Service**
777 **Agreement was approved.**
778

779 Mr. Ward: As you recall, we have to establish goals and objectives each year under
780 state law. We use a relatively simple format: did you meet your public meeting
781 compliance requirements pursuant to statute, did you provide access to public
782 records, did you do your annual budget, did you do your annual audit report, those
783 types of things. Obviously we met all of those objectives. The way in which the statute
784 works you approve the fact that we met those statutory requirements. The only
785 reporting we have is to put this on the District's website. There is not any other
786 reporting required. After you approve it today we will then post this immediately on the
787 CDD website. He asked if there were any questions; hearing none, he called for a
788 motion.
789

790 **On MOTION made by Vickey DeLuca, seconded by Denise**
791 **Blakely, and with all in favor, the goals and objectives were**
792 **approved.**
793

794 Mr. Ward: Remember to do your ethics training this year for the Form 1 which you have
795 to file next calendar year. My team will continue sending you reminders with the ethics
796 training websites available. You can use any that you like. Remember this is a self-
797 reporting requirement.
798

799 Mr. Richard Freeman: I have a couple of things I'd like to request approval on, the first
800 being the palm tree trimming. This year district staff is proposing we only trim the
801 palms and not the hardwoods because of the cost. The cost is \$27,000 dollars. If
802 approved, I'd like to move forward with this in early November. This would be
803 throughout all of the District maintained areas.
804

805 Mr. Ward: What's in the budget for this?
806

807 Mr. Freeman: The budget was \$50,000 dollars.
808

809 Mr. Ward: Do you do this once a year?
810

811 Mr. Freeman: Last year we only did it once in April. Moving forward, this year, since we
812 did the hardwoods last year, I would like to do it in early November and sometime in
813 the early summer months.
814

815 *Ms. DeLuca: Do you have a tree trimming inventory sheet? Could you share it with us?*
816 *The one we got last year had 60 trees on it which weren't ours. Let's make sure we have*
817 *the correct trees.* She discussed the trees which were included on the last list but were
818 not CDD trees. She said she would like to look over the list to make sure the CDD was
819 not paying for trees which belonged to other entities.

820
821 Mr. Freeman indicated he would update the list and send it. He said next he would
822 like the mulch approved for \$29,600 dollars. He said there was \$50,000 dollars in the
823 budget for mulch and if approved it would be placed in November.

824
825 Ms. DeLuca said she approved.

826
827 Ms. Blakely asked if the Board needed to decide what it was going to pull out before
828 moving forward with mulch.

829
830 Mr. Ward stated he would focus on getting a little bit of landscaping on the back
831 entrance. He stated he would work closely with Richard before November if anything
832 else would be done, but he believed nothing else would be done. He said mulch
833 could be done in November, and in the winter months a larger landscaping plan
834 would be presented. He said anything dead and dangerous would be removed
835 before the mulch was laid down.

836
837 Mr. Freeman noted bridge 3 lighting had been out, but since was repaired.

838
839 Ms. DeLuca asked if Sunnygrove could provide a schedule to the CDD. She noted for
840 her home she could visit the Sunnygrove site, and it would say weeding was done in
841 September, so she knew when it would happen. She said she would like to know
842 when things would get done in terms of the landscaping contract. She stated she
843 would even like to post the schedule on the CDD website. She said, for example,
844 Sunnygrove was supposed to trim the shrubbery up to 8 times a year, and it was very
845 overgrown, and it should not be overgrown if it was trimmed 8 times a year. She
846 noted she would like to see on the schedule when Sunnygrove planned to trim the
847 shrubbery and see it was done 8 times a year as per the contract.

848
849 Mr. Freeman stated he would work with Mr. Stafford on a schedule.

850
851 Ms. Blakely noted there was debris along the walking path and bridges on Heritage
852 Landing Blvd.

853
854 Mr. Freeman noted debris removal was on the punch list, and was taken care of, so
855 there was probably new debris, but he would take care of it.

856
857 Mr. Brady asked if the bridge lights were on a timer.

858
859 Mr. Freeman responded in the affirmative; the lights were on from dusk to dawn.

860
861 Discussion ensued regarding when the bridge lights should be on and the possibility
862 of streetlights affecting the photocells on the bridges.

Mr. Freeman stated there were a couple of areas of decking on the bridge that cracked or had loose screws. He stated he was in contact with the vendor and the vendor was working on a schedule to replace the decking.

Ms. Blakely said she was concerned about the quality of the decking. She said there was a lot of splitting.

Mr. Freeman stated the vendor said splitting was normal in certain areas, but in areas where it was meeting with the asphalt it was not normal and had to be fixed. He stated he inspected the decking last Friday. He stated, lastly, on the back gate monument, one of the four foot light fixtures recently installed had some moisture in it and was not working. He noted it was removed and sent to the vendor under warranty and would be replaced.

Chairperson Brady asked if the lights coming in from the north, the main entrance, on the right hand side of the entrance sign were fixed.

Mr. Freeman responded the lights were reported to the electrical vendor on Thursday along with the 4 foot light fixture on the back monument.

Ms. DeLuca noted there was \$35,000 dollars in the budget for annuals. She said she felt annuals were out more than they were in. She asked if it would be possible to plant more perennials instead of annuals. She stated she felt the community was constantly dealing with annuals, and beautiful things could be done with perennials.

Mr. Freeman explained it was difficult to maintain annuals in the summer months. He noted the community was in between rotations. He stated he could look into perennials if the CDD wished.

Ms. DeLuca said she felt it would be a good idea.

Ms. Blakely agreed.

Mr. Freeman said he would put something together to present.

Mr. Ward asked the Board to look at the calendar. He said October 6 was only a couple of days away. He noted the next Board meeting was scheduled in November on election day, which was a terrible day for meetings. He said the December meeting was okay. He stated January 5 might also be a bad day. He stated the Board needed to think about what it wished to do for November, December and January. He asked if the Board wanted to meet on October 6. He noted Mr. Hamilton would be back in town and wanted to talk about a lot of things, but if the Board wanted, the meeting in October could be pushed back a week or two.

The Board discussed the matter and wanted to move the meeting dates to October 21, 2026, November 10, 2026, December 8, 2026 and January 12, 2027.

Mr. Ward noted he possibly had other commitments on some of those dates. *Let me figure out these months and then we will come up with a schedule for the balance of your meetings. Right now, we will meet October 21, 2026 and November 3 is off, I will come up with a better date, and obviously, January 5 is off because that's the Tuesday after New Year's Day. We will come up with something for you going forward. I'd like to check our personal calendars and then call each of you individually and figure out what I can do here. But we will meet October 21, 2026 then I will figure it out from there.*

The Board agreed.

Ms. DeLuca asked if it was possible to have a strategic initiatives discussion on what the Board thought needed to happen at Heritage Landing before the budget meetings began in February. She said residents should be able to come in and ask the Board to consider projects. She stated she would rather have discussions amongst the Board Members regarding what needed to be done because the CDD deferred everything which was not mandatory this year.

Mr. Ward stated that was an excellent idea.

The Board agreed.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests

Supervisor Hamilton: Access Control Heritage Landing Report

Mr. Ward asked if there were any Supervisor Requests; there were none.

TWELFTH ORDER OF BUSINESS

Public Comments

Mr. Ward asked if there were any public comments or questions about non agenda items. He noted each individual had three minutes to speak.

Ms. Diane Stuart stated on Heritage Landing where the palms were, there was oil or something seeping onto the sidewalk. She asked if the CDD could look at this.

Discussion ensued regarding what it could be.

Mr. Ward stated Staff would look at it. He asked Ms. Stuart not to touch it; it was probably mold.

Ms. Stuart asked about the snails she found and whether she should get rid of them.

Mr. Ward asked Ms. Stuart to give him her number, and he would call her after the meeting to discuss the snails.

Ms. Denise Deering stated there were a lot of weeds on the sidewalk around Heritage Landing. She noted when she went out the back gate, behind the hedges there was a large piece of metal which was rusting and was unsightly.

Mr. _____ stated it was an electrical box. He noted it was rusted out.

Ms. Deering said the metal was not flat, it was skewed.

Mr. Ward said it was not a CDD issue, that was not CDD property. He stated he guessed it was on the commercial property, but he would look into it.

Mr. Lindsey Heavener stated he understood the preserves were the CDDs. He stated the preserve he was talking about was trees and drainage in between the back of his house and a T Box. He said he briefly spoke with the Master Association and Chairperson Brady about it. He stated the preserve area was full of invasives. He said he had standing water six months out of the year and it was full of mosquitos. He stated he cut and hauled 19 truckloads of poplars out, and pulled out 9 truckloads of construction debris including roofing tiles, cinder blocks, etc. He asked the Board to look into these preserves and develop a plan. He said he was willing to pull out the invasives himself, but he believed the CDD was responsible.

Chairperson Brady stated it was previously believed this property belonged to the golf course, but the plat indicated it belonged to the CDD. She noted the drainage plans indicated there was supposed to be a swale behind Mr. Heavener's home. She said the swale was supposed to direct the water to an outfall pipe and into the lake. She stated the swales either were not done or disappeared. She agreed this was a major issue and needed to be addressed. She said Mr. Freeman had an estimate for removing some of the invasives. She stated she understood the CDD did not have any money, but she also understood this needed to be addressed. She noted it was a mosquito and a rat problem and was an issue the CDD needed to handle. She stated she was not as concerned about the preserve areas which were not near resident homes, but this particular preserve area was right between the golf course and many homes. She said she believed the money needed to come out of reserves to fix this problem. She said she also wanted the swale replaced to eliminate the pooling of water behind these homes.

Ms. Blakely wanted residents to understand the CDD did not know about this problem until after the budget was approved. She said the CDD was managing a budget, but this area did not belong to the CDD until after the plat was recorded and the budget had already been approved.

Mr. Heavener discussed the money he and his neighbors spent attempting to fix the preserves in his backyard. He discussed the rat problem in his backyard. He asked the CDD to keep in communication with him and his neighbors about this issue.

Ms. Blakely asked Mr. Freeman to speak with the wetland preservation vendor and see what it would take to add the swale back to this area.

Mr. Freeman stated this area was added to the CDD's scope of services, and it was included in the budget. He stated the vendor provided quarterly routine maintenance. He explained

when the vendor came out, they did not work in every area, they had sections that they worked.

Ms. Sylvia Schmacker stated she was from Terrace 7 through 11. She asked why she never had her lawn trimmed near the water. She said the only time it was trimmed was when she complained repeatedly. She stated she was told at an HOA meeting that the back hedges died because Sunnygrove sprayed the hedges with the wrong chemical; therefore, she did not think the community should be responsible for replacing the hedge.

An unidentified female audience member asked if there was a standard for the brightness of the lights. She noted some lights were brighter than others and she had a particularly bright white light shining into her backyard. She asked how she could get the shadows out of her backyard.

Ms. DeLuca responded the yellow lights were the original lights; the white lights were the new efficiency LED lights. She noted when the older lights were replaced, the new white lights were installed.

An unidentified female audience member asked if there were a shroud which could be added to direct the light downward so it was not shining into her home as much.

Ms. DeLuca said she was unsure, but she would ask.

Mr. Ward asked if Chairperson Brady had anything to add.

Chairperson Brady stated she answered the questions which were asked online. She noted resident comments and questions included if they had both a license plate and a transponder which one was the system actually reading; slowly deleting the older transponders using the RFID numbers; please make license plates mandatory and shut of transponders; allowing continued use of transponders was enabling bad behavior; a request to review the CDD budget and the CDD bill increases; and would the CDD bill continue to rise by \$400 to \$600 dollars annually. She stated she responded the budget discussions were ongoing and began early in the year, residents were welcome to attend every meeting. She noted the budget was trimmed to the absolute minimum this year; if residents wanted additional items such as landscaping, lighting, striping, etc., the budget would have to increase. She continued to read residents' comments which included discussion about budget increases, and a request for accountability reports about hogs and cane toads. She stated she explained the asset manager reports provided by Mr. Freeman included details about hogs and cane toads.

Mr. Brady stated most of those residents' questions and comments could be answered by visiting the CDD's website.

Ms. Sylvia Schmacker asked why her question was not answered.

Mr. Ward indicated he did not know the answer to her question but would speak with Ms. Sylvia Schmacker after the meeting and figure it out.

Ms. DeLuca noted if the community wanted to turn off the transponders, it would not only affect the individual whose transponder was shut off, but also the cars behind that individual when the driver with the transponder could not enter. She discussed the traffic nightmare this would cause. She stated it was unfair to penalize those who followed the rules by turning off transponders.

Ms. Blakely: We shouldn't have been told that this program would eliminate transponders which was the main reason some of us wanted to go with it because we wanted the transponders eliminated. Because there are a handful of people who are still using the old transponders.

Ms. DeLuca: I'm not disagreeing with anything you're saying. But I saw it in real time. I'm looking at Char, because she saw it and she said somebody is going to get hurt.

Ms. Blakely: Then send something out on the app that we have that everybody should have access to that says on this say we are shutting off this many transponders, so make sure you get to the welcome center that we are paying for and get set up the appropriate way.

Mr. Brady: Are they coming next month?

Mr. Ward: EntrancelQ is scheduled to come next month, and you can ask these questions at that time if you would like to.

THIRTEENTH ORDER OF BUSINESS Adjournment

The meeting was adjourned at approximately 12:29 p.m.

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

Tern Bay Community Development District

James P. Ward, Secretary

Tara Brady, Chairperson



Resolution 2027-1

RESOLUTION 2027-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERN BAY COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING THE DATES AND TIME FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR THE REMAINDER OF FISCAL YEAR 2027; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, on July 22, 2026, the Board of Supervisors previously adopted Resolution 2026-14 designating the dates, time and location of their regular meetings to be held on the first Tuesday of each month at 10:00 a.m. for Fiscal Year 2027, the period of October 1, 2026 through September 30, 2027, at the Heritage Landing Golf & Country Clubhouse card room, 14601 Heritage Landing Boulevard, Punta Gorda, Florida 33955; and

WHEREAS, the Board desires to change the meeting days from the first Tuesday of each month at 10:00 a.m. to the third Wednesday of each month at 9:00 a.m. for the remainder of the Fiscal Year; and

WHEREAS, the Board desires to amend and ratify the actions taken by the District Manager and District staff in setting the meeting schedule for Fiscal Year 2027 for the District; and

WHEREAS, in accordance with the provisions of Chapter 189.415, *Florida Statutes*, the District is required to file quarterly, semiannually, or annually, a schedule of its regular meetings with the local governing authority or authorities; and

WHEREAS, in accordance with Chapter 189.415, *Florida Statutes*, District staff shall also publish the change to the regular meeting schedule in a newspaper of general paid circulation in the County in which the District is located and shall appear in the legal notices section of the classified advertisements.

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

SECTION 1. INCORPORATION OF WHEREAS CLAUSES. That the foregoing
whereas clauses are true and correct and incorporated herein as if written into this section.

SECTION 2. AMENDING THE FISCAL YEAR 2027 MEETING LOCATION.
Resolution 2026-14, adopted on July 22, 2026, is hereby amended to reflect that the meeting
dates for the Fiscal Year 2027 Board of Supervisor meetings will be the third Wednesday of
each month at 9:00 a.m., as follows:

Meeting Schedule - FY 2027	<u>Wednesday, October 21, 2026</u>	Wednesday, November 18, 2026
	Wednesday, December 16, 2026	Wednesday, January 20, 2027
	Wednesday, February 17, 2027	Wednesday, March 17, 2027
	Wednesday, April 21, 2027	Wednesday, May 19, 2027
	Wednesday, June 16, 2027	Wednesday, July 21, 2027
	Wednesday, August 18, 2027	Wednesday, September 15, 2027

Time: 9:00 A.M. (Eastern Standard Time)

Location: Heritage Landing Golf & Country Clubhouse, Card Room
14601 Heritage Landing Boulevard
Punta Gorda, Florida 33955

SECTION 3. CONFLICT. 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 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Supervisors of the Tern Bay Community Development District, Charlotte County, Florida, this 21st day of October 2026.

ATTEST:

**TERN BAY COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Tara Brady, Chairperson



Resolution 2027-2

RESOLUTION 2027-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TERN BAY COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS FOR FISCAL YEAR 2027; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tern Bay Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida ("HB 7013") and creating Section 189.0694, *Florida Statutes*; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, *Florida Statutes*, beginning October 1, 2025, and each year thereafter, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District's achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards for Fiscal Year 2027 and presented them to the Board of the District; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, *Florida Statutes*, and shall prepare and publish on the District's website, on or before December 1 of each year, an annual report describing (a) the goals and objectives achieved by the District and the performance measures and standards used to make that determination, and (b) any goals or objectives the District failed to achieve, for consideration by the Board of the District.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED by the Board of Supervisors of the Tern Bay Community Development District, Charlotte County, Florida, this 21st day of October 2026.

ATTEST:

**TERN BAY COMMUNITY DEVELOPMENT
DISTRICT**

James P. Ward, Secretary

Tara Brady, Chairperson

Exhibit A: Performance Measures/Standards and Annual Reporting

Tern Bay Community Development District

James P. Ward, District Manager
wardj@pfm.com
Phone: (954) 658-4900

Vivian Carvalho, District Manager
carvalhov@pfm.com
Phone: (407) 723-5945

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 2027 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.



Exhibit A

TERN BAY COMMUNITY DEVELOPMENT DISTRICT Performance Measures/Standards & Annual Reporting Form October 1, 2026 – September 30, 2027

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.

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.

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

Tara Brady, Chairperson

Date

Date



District Attorney Memo

MEMORANDUM

To: District Board of Supervisors
From: District Counsel
Date: October 21, 2026
Re: Open House Signage at Community Entrance

I. QUESTION PRESENTED

Whether the Tern Bay Community Development District (the “CDD”) may authorize the Heritage Landing Master Association, Inc. (the “Association”) to place a generic “Open House” sign or flag periodically within CDD-owned right-of-way or other CDD-owned property at the entrance to the Heritage Landing community (the “Community”), and what legal and operational considerations should guide the Board of Supervisors of the CDD (the “Board”) in their consideration of this matter.

For purposes of this memorandum, we understand that the CDD owns the relevant property in fee simple; the acquisition of the underlying real property and/or the improvements thereon were financed with the proceeds of tax-exempt bonds that remain outstanding; and the property and improvements are operated by the CDD. We further understand that the Association would own and control the proposed sign, which would not identify any particular broker, agent, seller, property address or residence. The sign’s design, dimensions, location, duration, frequency, and administration have not yet been determined.

II. ANALYSIS

A. Threshold Issue of Charlotte County Requirements

Section 3-9-85 of the Charlotte County Code (the “Sign Ordinance”) broadly defines a “sign” as an outdoor display visible from a right-of-way that uses words, symbols, pictures, or designs to attract attention, indicate direction, identify a person or entity, or communicate information to the public. A generic “Open House” sign or flag would appear to fall within that definition.

The Sign Ordinance defines “additional signs or signage” as signs not permanently attached to the ground, a building, or another structure. The definition identifies banners, pennants, wind-powered signs, flags, and yard signs as examples of this temporary signage. The Sign Ordinance separately defines a “yard sign” as a freestanding sign placed along a property frontage. Most significantly, the Sign Ordinance provides: ***“No private sign shall be erected, altered or maintained over or upon any publicly owned property or right-of-way.”***

District Counsel was unable to locate a generally applicable definition of “publicly owned property” in the Charlotte County Code, and the Sign Ordinance does not specifically address CDD-owned property. Several factors, however, support the public character of the property: (i) the CDD is a unit of

local special-purpose government; (ii) the CDD owns the property in fee simple; (iii) the CDD operates and maintains the property; and (iv) the acquisition of the underlying real property and/or the improvements thereon comprising the right-of-way in question were financed with the proceeds of tax-exempt bonds. Taken together, these factors support the conclusion that the property may constitute “publicly owned property” under the Sign Ordinance. The Sign Ordinance separately defines “right-of-way” as a lawful public vehicular thoroughway, such as a street or internal road intended for use by the traveling public twenty-four hours per day, excluding alleys, limited-access easements, loading zones, and unimproved rights-of-way. That definition focuses on the road’s character and use, rather than the identity of the governmental owner. Thus, an Association-owned sign may remain subject to the prohibition even if placed outside the technical roadway boundaries if it is located on CDD-owned property that Charlotte County regards as publicly owned. CDD consent therefore in such instance would not necessarily avoid the Charlotte County restriction. It is notable, however, that the prohibition applies by its terms only to a “private sign.” The use of that qualifier suggests the Sign Ordinance may distinguish between private and public signage, which could support an argument that a sign owned by the CDD as a public body is not a “private sign” and therefore may not be subject to the prohibition. This reading is not free from doubt, and whether the County interprets “private sign” by reference to the sign’s ownership or, instead, the nature of its message is an interpretation question that should be confirmed with Charlotte County under its Sign Ordinance.

The Sign Ordinance also provides that a permit is required for “all additional signs.” Certain signs are exempt from permitting, but the listed exemptions do not clearly include a generic open house sign on publicly owned property. Even an exempt sign remains subject to the Sign Ordinance’s other requirements.

Before the CDD authorizes any proposed sign, it should, at a minimum: (i) provide Charlotte County staff with the proposed location and, when available, the sign’s design and dimensions; and (ii) obtain from Charlotte County a written interpretation of the Sign Ordinance regarding (a) whether CDD-owned property is “publicly owned property”, (b) whether the proposed sign is prohibited if owned by the Association or, alternatively, if owned by the CDD, including how the County construes the term “private sign”, and (c) whether any permit, approval, consent, or exception is available.

If the Sign Ordinance and/or other Charlotte County law prohibits the sign or the necessary approval cannot be obtained from Charlotte County, that would arguably preclude the proposal as currently structured and the further considerations set forth in II.B. below would not be required.

B. Further Considerations

i. CDD Authority and Property-Management Considerations

Subject to the regulatory and permitting authority of other governmental bodies, Chapter 190, Florida Statutes authorizes the CDD to acquire and hold property, enter into contracts necessary or convenient to the exercise of its powers, and operate and maintain authorized infrastructure, including District roads, landscaping, and related improvements. Chapter 190 does not, however, give the CDD independent zoning or land-development permitting authority or permit it to disregard applicable County regulations.

Assuming the Sign Ordinance and other applicable Charlotte County law permits the sign, the Board should identify a legitimate CDD purpose for authorizing its placement. Because the CDD is a public body, its use of public property should serve a public purpose, with any private benefit being incidental. Any use that primarily benefits private interests could raise concerns under the public-purpose doctrine and Article VII, Section 10 of the Florida Constitution, which restricts the use of public resources to aid private parties. Arguments for appropriate purposes could potentially include: (i) controlling the orderly use of

CDD property; (ii) directing visitor traffic; (iii) protecting sight lines and roadway safety; (iv) limiting the number and location of signs near the entrance; and (v) protecting landscaping, irrigation, and other improvements. The arrangement should not be structured principally as public support for private real-estate sales. Rather, it should genuinely function as a property management measure designed to control signs that might otherwise be placed throughout the Community. The Board should be aware, however, that a characterization alone may not be sufficient, and that objectors could contend the property-management rationale is pretextual and that the arrangement in substance primarily benefits private real-estate sales. To reduce that risk, the Board should ensure that the stated purpose is genuine and supported by the facts, and should consider documenting the specific property-management concerns the sign is intended to address in the authorizing resolution or license.

Because the Association is a separate private entity, an Association-owned and controlled sign would constitute private use and private speech on CDD property pursuant to CDD permission. The CDD should therefore establish objective and uniform conditions governing the sign's location, design, dimensions, duration, frequency, installation, and removal, be administered on a basis that is not only viewpoint-neutral but also, to the extent practicable, content-neutral as to time, place, manner, size, and duration, recognizing that permitting an "open house" sign while excluding other signs may be viewed as a content-based distinction. By opening its property to private speech, the CDD may also be found to have created a limited or designated public forum, which could constrain its ability to admit one category of sign while excluding others, subject the arrangement to First Amendment scrutiny, and invite claims of unequal treatment from other private parties denied comparable access. In support of the arrangement, the CDD could argue that, if its property is properly characterized as a nonpublic or limited public forum, it may impose reasonable, viewpoint-neutral restrictions on the signage it permits, so that allowing one narrowly defined category of sign would not necessarily require it to permit every other type of private sign. That conclusion is not free from doubt and depends on how the forum is characterized, so the CDD should make clear that its property is not being opened generally for private signage and should avoid discretionary exceptions that could undermine that position. Given these specialized First Amendment and forum questions, the specific intent and structure of any such arrangement would need to be examined before the CDD authorizes private signage on its property.

ii. Public Property/Tax-Exempt Bond Considerations

The Association is a nongovernmental entity for federal tax purposes. Granting the Association, or any other private party, the right to use public property, most particularly property acquired or improved with tax-exempt bond proceeds, may therefore implicate the federal private-business-use restrictions and the CDD's bond documents and tax covenants. Several anticipated features could reduce the concern. The proposed use is expected to be: (i) temporary and periodic; (ii) portable and limited to a small physical area; (iii) nonexclusive and revocable; (iv) nonpossessory, without a leasehold or easement; (v) subject to continuing CDD control; and (vi) generic rather than associated with a particular broker or seller.

Federal tax rules recognize that certain limited, nonpossessory incidental uses, including some advertising displays, may be disregarded if the applicable requirements are met. Whether that treatment is available depends on the final arrangement, the financed facilities, and any other private uses allocable to the same bond issue. District Counsel is not recommending a definitive federal tax conclusion at this stage. Because the bonds remain outstanding, the CDD may want to obtain confirmation or an opinion from bond counsel before approving any arrangement with a private party. Bond counsel could review the proposed structure, relevant bond documents and tax covenants, and any other private uses associated with the applicable bond issue.

iii. Association License Structure

If the Sign Ordinance and other applicable Charlotte County law permits the sign and bond counsel confirms that the use is permissible, the Board may consider authorizing the Association-owned sign through a narrowly tailored, limited, nonexclusive, and revocable license. The license agreement should address, among other factors, location, timing, removal, safety, insurance, indemnification, costs, property damage, Charlotte County compliance, and bond requirements. The CDD should retain the unrestricted right to relocate or remove the sign and terminate the license. The license agreement should require the Association to obtain required approvals, bear all costs, install and remove the sign, repair property damage, maintain insurance, and indemnify the CDD. Administration should follow objective, uniform, and viewpoint-neutral conditions and, to the extent practicable, content-neutral conditions, consistent with the First Amendment considerations discussed in II.B.i. above.

As an alternative after considering the Association license approach, the Board could consider CDD ownership and operation of the sign. That option would require adequate public purpose and consideration of public expenditures, administration, liability, and the perception that the CDD is endorsing private home sales; it would not, however, eliminate the need for Charlotte County and bond-counsel review. Because the sign would be owned by the CDD rather than the Association, CDD ownership may also bear on the Sign Ordinance concern discussed in II.A, above, as the prohibition applies by its terms only to a “private sign”; as noted above, however, that reading is not free from doubt and should be confirmed with Charlotte County.

Charlotte County, Florida Ordinance

Part III, Chapter 3-9, Article III, Sec. 3-9-85

- **Sec. 3-9-85. - Signs.**

1.1.1.1. *Purpose.*

The purpose of this article is to regulate private signage on private property so that such signs will not, by their reason, size, location, construction or manner of display, endanger the public safety by distracting, confusing, misleading or obstructing the vision necessary for pedestrian or vehicular traffic safety, or detract from the community appearance as part of the county's concerted effort to enhance the aesthetic qualities of the county.

1.1.1.2. *Definitions.*

- A. *Additional signs or signage* (as defined herein) means signs that are not permanently attached to the ground, a building or other structure. Such signs are temporary in nature and may be removed easily in the event of an approaching tropical storm or hurricane. Generally, these signs include, but are not limited to, banners, pennants, streamers, wind powered signs, window signs, wind socks, flags and yard signs.
- B. *Building frontage* means the length of the building that directly faces a right-of-way, as measured by the distance between the outermost points of the building parallel to the right-of-way.
- C. *Nonconforming sign* (as defined herein) means any sign lawfully in existence on the effective date of the ordinance from which the particular provisions of this article rendering that sign no longer in conformity with this article is derived.
- D. *Primary sign* (as defined herein) means any permanent freestanding or building signage, which, due to its nature or design, requires a building permit in order to ensure conformity with applicable building codes. Examples include signs that require the laying of a foundation, signs which are electrified, and signs which must meet applicable wind-load requirements.
- E. *Right-of-way* means any Legal public vehicular throughway, such as a street or internal road intended to be used by the traveling public twenty-four (24) hours a day. For purposes of this article, the definition does not include alleys, limited access easements, loading zones, or unimproved rights-of-way.
- F. *Sign* means any outdoor display comprehensible from a right-of-way using letters, words, figures, symbols, pictures, designs or a combination thereof to advertise, attract attention, indicate direction, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public.

- G. *Sign allocation* means the total amount of square footage available for any unit of land, encompassing both the primary and additional signage permissible for nonresidential properties.
- H. *Sight triangle* is the triangular area at the intersection of two (2) vehicular travel ways where a driver's vision of oncoming traffic must remain unobstructed. Such sight triangles shall consist of two (2) thirty-foot segments running at the edge of the right-of-way which meet at the intersection, and the third side is the line connecting the ends of the thirty-foot segments farthest from the intersection. For driveways, sight triangles shall consist of two (2) twenty-foot segments running at the property line, and the third side is the line connecting the ends of the twenty-foot segments farthest from the intersection. There shall be a clear space with no obstruction to vision between a height of two (2) feet and six (6) feet above grade. The county engineer may approve alternative sight triangles under circumstances where the requirements of this section cannot be met.
- I. *Street frontage* means the length of the unit that directly faces a right-of-way.
- J. *Unit* means any subdivided or otherwise legally created and definable tract of land, including individual storefront units in nonresidential multitenant structures, which is able to be legally developed in conformity with the provisions of this Code.
- K. *Vehicle signs* (as defined herein) means any sign that is attached, painted, or placed onto or inside a parked vehicle.
- L. *Window sign* (as defined herein) means any sign attached to or visible through any window.
- M. *Yard sign* (as defined herein) means any freestanding sign placed along a property frontage.

1.1.3. *Signs on public property.*

A. Signs on public property.

1. No private sign shall be erected, altered or maintained over or upon any publicly owned property or right-of-way.
2. Violators of paragraph 1. of this subsection shall be guilty of a misdemeanor of the second degree punishable by a fine not to exceed five hundred dollars (\$500.00) per violation or term of sixty (60) days imprisonment per violation, or both. A second conviction may result in penalties of one thousand dollars (\$1,000.00) per violation or up to one (1) year imprisonment, or both.
3. Existence of unauthorized signage on public property shall not alone be sufficient evidence of a violation of paragraph 1. for the criminal penalties of paragraph 3. to attach without an eyewitness to the placement of the unauthorized signage.

4. The county may remove any such sign, which shall then be held for a minimum period of five (5) days. At any time during the five-day holding period the owner of the sign may reclaim the sign after having paid a removal and storage fee of twenty dollars (\$20.00). Signs not reclaimed by the owner during this period shall be discarded.

5. Individual handheld signs are permitted on designated pedestrian sidewalks and pathways.

1.1.4. *General provisions.*

The following regulations apply to all signs authorized under this article:

A. *Florida Building Code.* The Florida Building Code shall control the construction, inspection, maintenance, and removal of signs. Prior to the erection of any sign the building department of the county should be consulted to determine if a building permit shall be required.

B. *Sign permit required.*

1. A sign permit is required prior to erection, construction, installation or alteration of any primary sign.

2. A permit shall be required for all additional signs.

a. *Time.* After March 31, 2018, no more than two (2) display periods in a calendar year shall be permitted. Each display period shall not exceed a maximum of forty-five (45) days.

b. *Size.* The maximum size of the total display shall be thirty-two (32) square feet.

c. Window signs shall require an annual permit.

3. Normal maintenance, as defined by the Florida Building Code, of existing permitted signs such as painting, or repairs to existing signs which do not alter the size or height of the sign shall not require a permit or inspection. Removal and reinstallation of a sign face shall not be considered normal maintenance, and a sign permit shall be required.

C. *Other provisions.*

1. All sides of a sign shall be finished.

2. Other than primary building signs, no sign shall have a total height at any point greater than twenty (20) feet above the crown of the adjoining right-of-way on which the parcel fronts. Where the parcel abuts more than one (1) right-of-way, the highest shall control.

3. All nonprimary signs must be removed or otherwise prevented from becoming a potential projectile in the event that a tropical storm or hurricane warning has been issued in the county.

4. All signs must be maintained in good repair, acceptable appearance and substantially similar to their original condition.

D. *Sign area calculation.*

1. The sign area shall be calculated as the area within the smallest regular geometric shape or combination of shapes which encompasses all the display elements (letters, numbers, figures, characters, corporate logos, etc.) of the sign, including blank areas between display elements. The area of the sign shall include all changing copy features such as letterboards or light boards.
2. Murals and other artwork will not be calculated towards allowable sign area to the extent it does not contain text, registered corporate logos, or other symbols that advertise the particular use, business, product or service rendered on the premises.
3. For irregularly shaped signs, the sign area shall be calculated as eighty (80) percent of the area within the smallest regular geometric shape or combination of shapes which encompasses all the display elements (letters, numbers, figures, characters, corporate logos, etc.) of the sign, including blank areas between display elements, but not including structural elements.
4. In the case of two-sided or multisided signs with the same face on each side, only one (1) face shall count toward the total aggregate area so long as:
 - a. With respect to multisided signs the angle of separation from the connection point cannot exceed ninety (90) degrees.
 - b. With respect to a double-faced (back-to-back) sign, there can be no separation between the backs of each face of the sign other than the structural supports to which each sign face is attached.

1.1.5. *Signage in non-residential districts.*

A. *General provisions.*

1. Any unit in a non-residential district is entitled to a sign allocation as provided in this article. Such allocation may be divided by the unit's owner in any manner they see fit. However, in no case shall the signage of a unit exceed its allocation.
2. In the event that one (1) or more contiguous units are engaged in a single commercial enterprise, the individual units will be treated as a single unified unit under the terms of this article. For the purposes of this article, separate commercial enterprises are those which maintain separate financial records, capital, property, and personnel.
3. No illuminated sign may exceed ten (10) candlepower per square foot, as measured ten (10) feet from the sign, and must shield lights from direct view.

4. Each unit is permitted one (1) freestanding primary sign per right-of-way frontage not to exceed one hundred fifty (150) square feet. Where the size and shape of the unit would permit additional freestanding primary signs along other right-of-way frontages, such signs may not be located within one hundred (100) feet of another on the same unit.
5. Lots containing a "drive-through" window will be allowed one (1) additional free-standing sign. Such sign may be no more than four (4) square feet in size, no higher than forty-eight (48) inches, and at least six (6) feet from a curb cut. Additional primary signs, utilized for directional and wayfinding purposes only, such as "drive-thru" signs, are permissible, provided they do not exceed four (4) square feet.
6. All freestanding primary signs, greater than four (4) square feet, are required to display the street number of the unit, with the numbers being not less than eight (8) inches in height.
7. There are no setback requirements for signs, provided no portion of any sign shall extend beyond a private property line or into a sight triangle.
8. Each unit is permitted an unlimited number of primary building signs within the unit's sign allocation, provided that no individual building sign may exceed three hundred (300) square feet.
9. Primary building signs shall not be located above the upper line of the parapet or the peak of the pitched roof. For purposes of this article, height shall be measured on a vertical line from the sign to the parapet or peak from each point along the top of the sign. Roof ornaments (such as domes, cupolas, steeples, and roof decks and rails) shall not be used in the calculation of sign heights.
10. No portion of any sign over a walkway or driveway, including frames or supporting structures, shall be less than eight (8) feet above the surface of such walkway or driveway.
11. Signs may have either digital or mechanical changeable copy, provided the message is not animated and that the message remains static for a minimum of fifteen (15) seconds between cycles.
12. Vacant units are limited to three (3) additional signs, provided their aggregate square footage does not exceed thirty-two (32) square feet.
13. In multitenant commercial properties each individual storefront unit shall be treated similar to any unit as defined herein, provided that multitenant parcels shall not be entitled to more than one (1) freestanding primary sign per right-of-way.

B. *Calculation of sign allocation.*

1. Each unit is entitled to an allocation of signage based on the greater of the unit's right-of-way or building frontage, calculated at a rate of three (3) square feet per linear foot of frontage.
2. Each unit shall be entitled to a minimum of two hundred (200) square feet of signage and no unit may exceed seven hundred fifty (750) square feet of signage.
3. For multitenant structures, each individual unit as defined herein is entitled to its own allocation separate and apart from any allocation for commonly owned property.

C. *Noncommercial messages permitted in substitution.*

1. No sign shall be subject to any limitation based upon the content of the message contained on such sign or displayed on such sign structure.
2. Whenever this article permits the erection of signs for commercial purposes or for the identification of the property on which the sign is located, the sign owner may substitute a noncommercial message in lieu of the message otherwise permitted.
3. The right to substitute the noncommercial message does not waive any other requirement imposed by the county as to number, size, construction, location, lighting, obscenity, safety or any other regulated attribute.
4. The right created by this subsection is one (1) of substitution and not one (1) of addition and may be performed as frequently as desired by the owner of the sign provided all other requirements of this article are met.

D. *Sign classes.*

Primary—Freestanding
Signs that are not attached to another building or structure. Generally, these signs include pole signs, pylon signs, or monument signs.



Primary—Building Signs that are attached to another building or structure. Generally, these signs include wall signs, canopy signs, awning signs, marquee signs, projecting signs, and other types of signs which are not freestanding.	
Additional signage. Signs that are temporary in nature, do not require a building permit, nonelectrified, and can be removed in the event of a hurricane. Generally, these signs include window signs, flags, banners, streamers, and yard signs.	

1.1.6. *Signage in residential and agricultural districts.*

1.1.6.1. *Residential districts.*

- A. Every single-family residential parcel is permitted two (2) freestanding yard signs, provided they are located on private property and do not exceed four (4) square feet in area individually or one (1) sign up to six (6) square feet. Such yard signs must be temporary in nature and shall be removed fifteen (15) days after their purpose has been fulfilled.
- B. Every residential parcel is entitled to three (3) freestanding flags, not to exceed twenty-four (24) square feet individually.
- C. Multifamily residential parcels shall be treated as a single unit under this article.
- D. Signs at the entrance to a community, subdivision, or multifamily complex, are permitted provided they do not exceed forty (40) square feet and are monument signs.
- E. No signage in a residential district is permitted to be internally illuminated or backlit.

1.1.6.2. *Agricultural districts.*

- A. Every agriculturally zoned parcel is permitted ten (10) square feet of signage for every ten (10) acres of land. Vested lots of record under ten acres shall be entitled to a minimum of ten (10) square feet, regardless of acreage and must be located on private property.

1.1.7. *Overlay districts.*

The following overlay districts include their own specific sign provisions:

Charlotte Harbor CRA.

U.S. 41 Overlay District.

Manasota Key Overlay District.

Babcock Ranch Overlay District.

1.1.8. *Variances.*

Variances may be granted by the board of zoning appeals to exceed the size and height limitations or to exceed the number of signs permitted within this article, provided that all of the following conditions are found to exist:

- A. That the characteristics unique to the parcel of land on which the sign(s) are to be located would render the visibility of the sign on that parcel significantly less than that enjoyed by similarly situated parcels.
- B. That the request would not create a visibility hazard to adjoining parcels or the traveling public.
- C. The height of the sign(s) would not exceed forty (40) feet.

1.1.9. *Nonconforming signs.*

A. Nonconforming signs shall be required to comply with the provisions of this article upon the occurrence of any of the following.

- 1. The sign is removed, dismantled, or relocated.
- 2. The sign permit has expired.
- 3. The sign has deteriorated or been damaged to an extent which reduces its value to less than fifty (50) percent of its structural replacement value.
- 4. The site is redeveloped more than fifty (50) percent of the value of the existing structures.

B. For nonconforming signs in non-residential districts, the sign area of any existing nonconforming sign shall reduce the unit's sign allocation by a factor of one and one-half (1½) square feet per square foot of the nonconforming sign.

C. Except for prohibited signs, any sign which existed and was maintained on February 22, 2005, may remain, although such sign does not conform to all of the provisions of this article.

1.1.10. *Prohibited signs.*

It shall be unlawful for any person to construct, maintain or permit the following signs:

- A. Any sign prohibited by state or federal law.

- B. Any sign creating a traffic hazard by obstructing vision in any sight triangle.
- C. Any sign preventing free ingress or egress from any door, window, fire escape or other entrance or exit to any building, or any sign attached to a standpipe or fire escape.
- D. Any sign that is obscene, such as a sign depicting nudity or sexual conduct.
- E. Any sign that emits a sound, smell, smoke, or contains flashing lights.
- F. Any sign where any information flashes, fades, dissolves, or scrolls or signs that move or create the illusion of movement, or signs that are or appear to be animated or projected.
- G. Any sign affixed to a tree or utility pole.
- H. Portable signs which are manifestly designed to be transported as a trailer is transported, on its own wheels even where the wheels may be removed and the remaining chassis may be permanently attached to the ground.

1.1.11. *Signs exempt from permits.*

The following signs shall be exempt from the permit requirements and also from any permit or inspection fees. All other provisions of this article shall apply.

- A. Signs required by law (legal notices, traffic control signage, warning signs, etc.).
- B. Holiday decorations on residential properties.
- C. Signage authorized under a temporary event permit, provided that such signage does not exceed forty (40) square feet. Any signage over forty (40) square feet must be available under the unit's sign allocation.
- D. Additional temporary signs during elections. One (1) additional sign six (6) square feet or less in area, or two (2) signs not exceeding four (4) square feet each, located on private property during the period from forty-five (45) days prior to, and fifteen (15) days after, any public election in Florida.

1. Pursuant to F.S. § 106.1435(3), no such sign shall be erected, posted, painted, tacked, nailed or otherwise displayed, placed or located within, on or above any state or county right-of-way. Upon a determination by the county that a violation of this restriction exists at one (1) or more locations, the signs may be immediately removed or be caused to be removed by the county.

2. Upon a determination by the county of any violation of this exemption, other than addressed above in 3., the affected candidate or sign owner, if determinable, will be contacted and advised of the violation. The candidate or sign owner will have no more than twenty-four (24) hours to remove the sign or cause the sign to comply with the requirements of this article.

3. The affected candidate or sign owner, if determinable, will then be notified of said removal. Any election signs removed by the county shall be stored for five (5) business days and will be returned upon payment of a removal and storage fee

of twenty dollars (\$20.00) per sign. Election signs not picked up within this period shall be discarded.

E. Vehicle signs located on a truck, bus, trailer, taxi or other vehicle which is being operated or parked on-site while in the course of business, provided:

1. That the primary use of the vehicle is not for the purpose of advertisement, such as a delivery vehicle.
2. The vehicles must have a current license plate and be in operable condition, and shall only be parked in designated parking areas as defined by this code.
3. The vehicle's signs must be painted on, attached by magnet, graphic wrap, window tinting, or by some other means incorporated into the vehicle in an aesthetic and safe manner.
4. Hanging banners, placing placards or signs inside the windows of vehicles, painting the windows of, or otherwise attaching signs to a vehicle in a manner which would endanger the driver's safety is prohibited, except where the vehicle itself is advertised for sale and the vehicle is not being driven regularly as a result.
5. In no case shall such vehicles be parked in rights-of-way or on publicly owned land unless in the course of business and only for the duration of the actual business transaction which necessitated the temporary placement of the vehicle at that location.

F. Replacement of vinyl sign covering or vinyl lettering with no structural alteration to such sign.

(Ord. No. 2011-033, § 1, 8-16-11; Ord. No. 2014-041, § 1(Exh. A), 11-25-14; Ord. No. 2016-013, § 1, 2-23-16; Ord. No. 2018-003, § 1(Exh. A), 1-23-18)

Cross reference— Buildings and building regulations, [Ch. 3-2](#).

- **Sec. 3-9-85.1. - Billboards.**

(a) The intent of this section is to regulate the billboards in a manner that improves their appearance.

(b) A billboard is defined as a sign over one hundred fifty (150) square feet in size, or a sign for which a special exception was approved for a class B sign before August 16, 2011, or a sign for which a state permit or license has been issued as an outdoor advertising device pursuant to F.S. ch. 479.

(c) All billboards existing as of January 1, 2016, are considered legal non-conforming signs. Said signs can be repaired, refurbished and replaced with a sign of the same dimension in the same location on the same parcel; such signs may be relocated to a different location on the same parcel with the zoning official's approval, and the review criteria for approval shall include, but not be limited to, public safety, visual impacts causing safety issues, environmental and

regulatory location constraints, and constraints created by development or redevelopment of the parcel. In no case shall a relocated billboard be closer than two thousand (2,000) feet to an existing billboard.

(d) Billboards located along the interstate highway system shall meet the requirements of the Florida Department of Transportation with regard to height. In all other areas, the maximum billboard height shall be thirty (30) feet.

(Ord. No. 2016-017, § 1(Exh. A), 3-22-16)



Asset Manager's Report

***TERN BAY
COMMUNITY DEVELOPMENT DISTRICT***

**Monthly Asset Manager's Report
September / October 2026**

Prepared For:
James Ward
District Manager
Community Development District Manager

Prepared By:



Calvin, Giordano & Associates, Inc.

A SAFEbuilt COMPANY

Project Number: 25-8498

October 13, 2026

Asset Management Report – October, 2026

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. District Maintenance Updates
2. Entrance & Roadway Maintenance
3. Tree Trimming & Landscaping Maintenance
4. Aquatic Maintenance
5. Feral Hog Trapping Update
6. Cane Toad & Tadpole Update
7. Upcoming Asset Management Initiatives

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II. CURRENT ASSET UPDATES

1. *District Maintenance Updates*

Debris removal from underneath the vehicular bridges is ongoing, and the items identified during the recent punch-list inspection are being addressed and cleaned up. The bridges will continue to be monitored until the remaining items have been completed.

The Royal Palms located at the front entrance were trimmed during the first week of October. This work was completed in preparation for the upcoming holiday lighting installation and will allow the upper portions of the palms to be properly wrapped with holiday lighting without interference from seed pods or palm fronds. The remaining palm tree trimming throughout the District is scheduled to take place during the second and third weeks of October.

Mulch installation is scheduled to begin during the last week of November. Pine straw will be installed throughout the District-maintained common areas as part of the District's routine landscape maintenance program.

New holiday annuals are scheduled to be installed during the second-to-last week of October. These seasonal plantings will help prepare the community entrances and common areas for the upcoming holiday season. New annuals have been installed at the back gate.



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2. Entrance & Roadway Maintenance

The recently completed deck board repairs on the bridge were inspected.



Two signs within the community are currently down, and the District has worked with the HOA to hold the signs until they can be restored. One is located at the south roundabout and the other at the intersection of Sycamore Court and Heritage Landing Boulevard. Estimates have been requested to install new posts using the existing signage.



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Painting, pressure cleaning, and grout cleaning of the guardhouse have been completed. The guardhouse blinds will need to be replaced.



Lightning Damage – Access Control and Security Camera Replacement

A recent lightning strike damaged components of the District's access control and security camera system. A proposal (Quote #183, dated October 8, 2026) was obtained to replace the damaged equipment and to add surge protection that will reduce the risk of similar damage in the future. The proposal includes the following items:

- **Continental 2-Door Access Control Panels (2) – \$3,158.50:** These panels are the core of the access control system and replace the panels damaged by the lightning strike. Each panel controls two access points. It reads resident credentials (cards or mobile credentials), checks them against the list of authorized users, and releases the lock when access is approved. Together, the two panels serve four access points. The panels continue to operate if the network connection is lost and upload activity records once the connection is restored.
- **Continental Network Daughter Board (1) – \$224.99:** This add-on board connects the access control panel to the District's network, allowing it to communicate with the access control software. This connection is needed to add or remove credentials and to retrieve entry activity reports.
- **Ubiquiti G6 Pro Turret Security Camera (1) – \$742.50:** A replacement outdoor security camera that records in 4K resolution and is powered through its network cable. It provides infrared night vision up to approximately 130 feet, a 2.36x optical zoom, two-way audio,

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and built-in detection of people, vehicles, and animals, including license plate and face recognition. The housing is weather-rated and tamper-resistant.

- **Ubiquiti Ethernet Surge Protectors (4) – \$198.00:** New surge protection installed on the network cables serving the camera and the access control equipment. These devices divert lightning and electrical surges away from the connected equipment, so a surge on one cable is less likely to damage the camera, network switch, or access control panels.

The total proposed cost is \$4,323.99. This amount excludes the sales tax shown on the attached quote, as the District is tax-exempt. The quote is valid through November 30, 2026, and requires a deposit upon approval. All parts are covered under the manufacturers' warranties. Until the damaged panels are replaced, the affected access points cannot be fully controlled or monitored through the access control system.

The District's FY 2027 line item for these types of repairs is \$5,000.00 (Account 5294603). Under the current spending authority resolution, this work can be approved by the District Manager; however, it will leave no funds for the balance of the fiscal year for any additional repairs that may occur. This work will be submitted to the District's insurance carrier for any reimbursement that may be available.

A purchase order will be issued for this needed work at this time; however, going forward, any repairs must be approved by the Board before any work can be completed. This work will restore the access control and camera systems to full operation and protect against future lightning and power surges. The quote is included in the Supporting Documentation section of this report.

3. *Tree Trimming & Landscaping Maintenance*

Routine landscape maintenance continues throughout the District and includes irrigation wet checks, mowing, trimming, bed weeding, fertilization, and turf weed control. The October landscape maintenance schedule is provided below.

- **Irrigation wet check** – Timer 1 & 2: 10/18/2026; Timer 3 & 4: 10/12/2026.
- **Mowing** – Zone 1-2: 10/5, 10/12, 10/19, 10/26; Zone 3-4: 10/5, 10/12, 10/19, 10/26; Zone 23-24: 10/8, 10/15, 10/22, 10/29.
- **Trimming** – Zone 1: 11/9; Zone 2: 11/10; Zone 3: 11/11; Zone 4: 11/12; Zone 23: 11/16; Zone 24: 11/17.
- **Bed weeding** – Zones 1-2: 10/19; Zones 3-4: 10/20; Zones 23-24: 10/30.
- **Fertilization and turf weed control** – 10/1 through 10/9.

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Trimming of the palms and small trees has also been requested.



4. *Aquatic Maintenance*

During September 2026, aquatic treatments were based on the growth noted during inspections. Lakes 1 through 39 were treated for shoreline weeds, algae, and/or submersed vegetation between 8/20/2026 and 9/17/2026, and Lakes 40, 41, and 42 were inspected. Lake dye was applied to all lakes on 9/3/2026 as part of the submersed vegetation control program. The dye reduces the amount of sunlight that reaches the lake bottom, which limits the growth of submersed aquatic weeds and algae and reduces the need for herbicide treatments. The Kayak Trail was treated for weeds (8/10/2026), and the quarterly preserve treatment for native and exotic nuisance vines and other nuisance species was completed (8/5/2026 and 8/6/2026).

The lakes in the southern end of the property had very little need for algae or submersed weed treatment, with the exception of Lakes 9 and 13. Lake 9 has been a consistent algae grower since the current lake maintenance program began, which may be the result of legacy nutrients since the growth is more constant than sporadic. Lake 13 continues to be a challenge for submersed weed control. The banks on Lake 13 are very steep, so nutrient loading may be more severe on that lake because rainfall washes down the slopes into the lake instead of draining into the soil.

The northern end of the property has significant water flow, whether from recharge water replacing irrigation usage or from rainfall. This makes it necessary to use contact herbicides to manage submersed weed growth. Because contact herbicides do not offer long-term control, submersed weed treatments are more frequent in this area, and those treatments can sometimes fuel algae growth, which is why algae treatment is more prevalent on the northern end of the community.

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Full lake-by-lake treatment detail is provided in the September 2026 Quality Control Report, followed by the aquatic maintenance work orders dated 8/20/2026 through 10/1/2026, in the Supporting Documentation section below.

The FY 2027 Lake, Preserve, Kayak Trail & Lake Dye Maintenance Proposal Comparison memorandum, including the proposals received, is also attached at the end of this report.

5. Feral Hog Trapping Update

Trap Location 1: (26.82339, -82.03476)

- **Total Feral Swine Removed at This Location:** 34
- **Damage Report:** There is currently no damage along the edge of the golf course. There are no pigs remaining on camera.
- **Action Plan:** This trap location will continue to be baited and monitored 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.

September Update: 1 hog was 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.

6. Cane Toad & Tadpole Update

Cane toad activity picked up in September. Work moved across the property through the month at the lakes holding activity. Larvae strands and tadpoles were pulled along the banks, and baby toads were handled at a number of locations. The lakes that produced early in the month were

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worked again at the end of the month. Adults were removed during evening service at the lakes and the grounds around them.

September Totals:

- Larvae Strands Removed: 19
- Tadpoles Removed: ~55,000+
- Adult Toads Removed: ~200–215

7. Upcoming Asset Management Initiatives

A comprehensive capital replacement plan for landscaping throughout the boulevard and entrance areas is currently being developed. The plan will identify recommended landscape replacements and improvements and will include photographs, locations, quantities, and estimated pricing for each area. The intent is to develop a three-year phased plan that can be used by the Board for future budgeting and capital planning. At the Board's direction, pink ribbons have also been placed on trees identified for potential removal so they can be easily reviewed in the field.



An updated plan is also being developed to address established invasive and exotic vegetation throughout the District's preserve areas. The plan will include identified areas of concern, estimated costs, and a phased approach for removing existing invasive vegetation based on priority and available funding.

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The District's existing preserve maintenance contract currently provides for four maintenance visits per year and requires invasive vegetation to be treated before it becomes established. The existing scope primarily provides for herbicide treatment of invasive species and does not include the physical removal of established invasive vegetation. Because some areas now contain established invasive vegetation requiring removal, a separate phased removal plan is being developed for Board consideration and future budgeting.

Proposed Four-Year Exotic Vegetation Removal Plan (FY 2028 – FY 2031)

Preliminary pricing has been obtained for the initial removal of established exotic vegetation, divided into four separate removal areas as shown on the Tern Bay CDD Initial Removal map below. Pricing includes the removal and disposal of all woody exotic species. Herbaceous exotic species will be treated and killed in place. Significant quantities of exotic vegetation are present within the large western preserve and in several common areas surrounding the golf course.

Of the four removal areas, only the small triangular portion of the Red Area is located within a permitted area. The remaining areas are not within permitted areas.

To spread the cost over multiple budget years, the following four-year phased approach is suggested for the Board's capital planning consideration, beginning in Fiscal Year 2028. The order shown is a suggested sequence only and may be adjusted at the Board's direction.

Fiscal Year	Phase / Map Area	Estimated Cost
FY 2028	Phase 1 – Blue Area	\$117,000
FY 2029	Phase 2 – Red Areas	\$60,000
FY 2030	Phase 3 – Green Areas	\$85,000
FY 2031	Phase 4 – Yellow Areas (40-foot buffer)	\$110,000
Total	Four-year estimated total	\$372,000

Asset Management Report – October, 2026

These figures are rough estimates at this time, and final pricing may vary. Updated pricing will be obtained before each phase is budgeted, and new exotic growth will continue to be treated under the existing preserve maintenance contract while the phased removal plan is carried out.



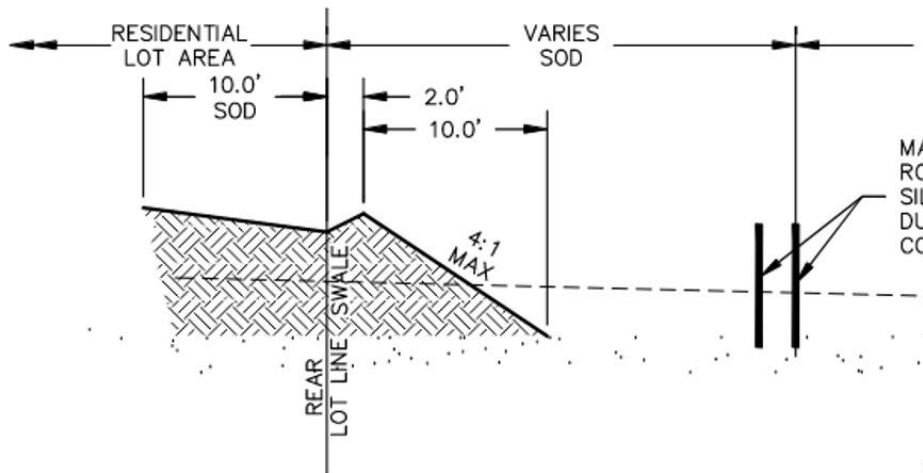
Rear Yard Drainage – Cherry Blossom

In the rear yards behind the homes along Cherry Blossom, the swale originally constructed behind these homes has filled in over the years. As a result, the area is not draining properly and needs to be corrected. This issue was also recently raised by a resident.

Based on the drainage plan for this area, the ground needs to be regraded to match the rear yard section shown below. The design calls for a swale along the rear lot line, with a small berm

Asset Management Report – October, 2026

approximately 2 feet beyond the lot line and a sodded slope no steeper than 4:1 extending approximately 10 feet beyond the berm.



The recommended corrective work includes:

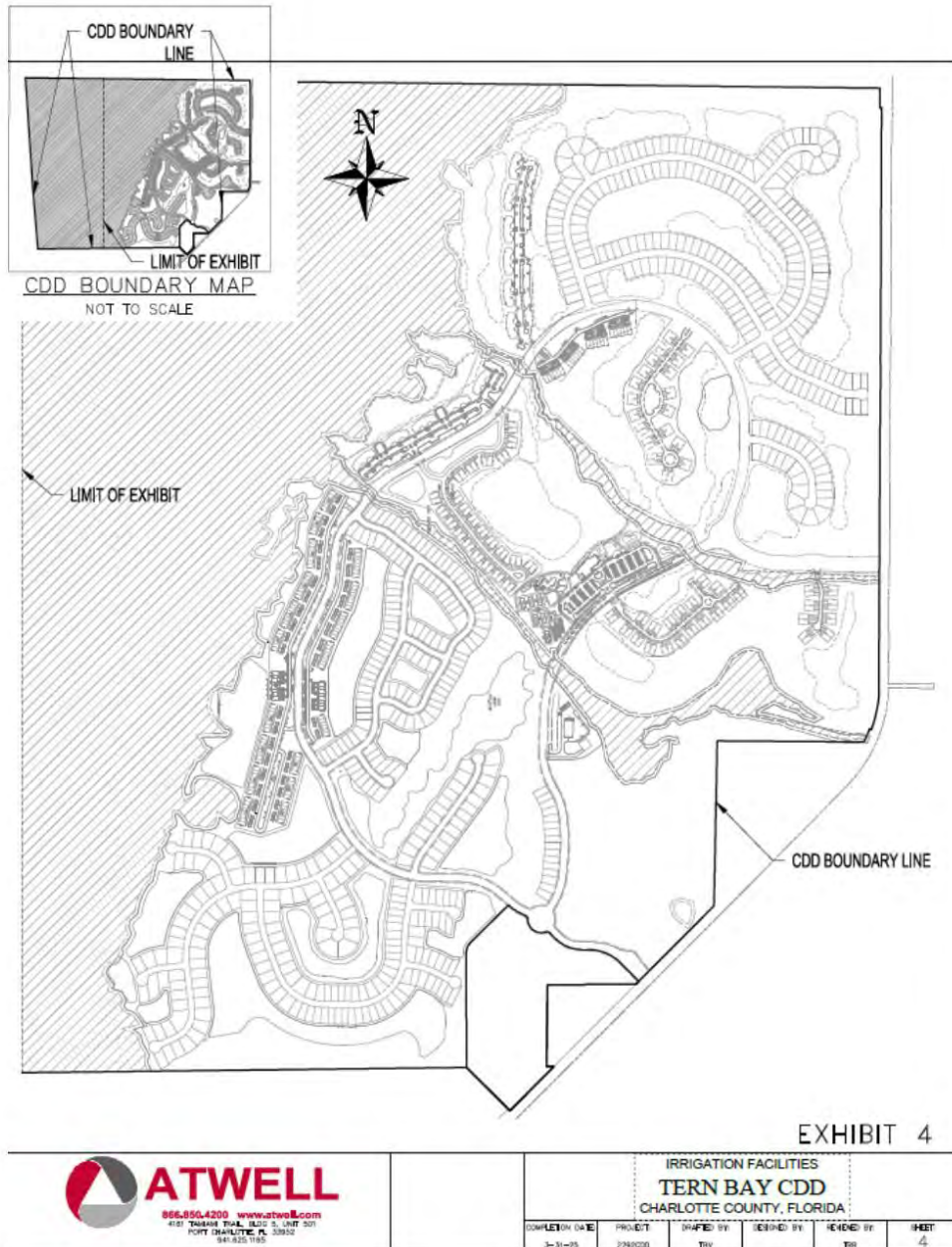
- Adding fill and regrading the area to the slopes shown on the drainage plan.
- Checking the finished grades to confirm that stormwater drains properly.
- Re-sodding all disturbed areas.
- Completing any additional drainage improvements found to be necessary.

No formal proposals have been received at this time; however, based on preliminary pricing discussions, the cost of the project, including fill, regrading, sod, and drainage improvements, is estimated at approximately \$10,000. There are no funds specifically budgeted for this work; however, \$20,000 is allocated in the Control Structures/Catch Basins line item (Account 5384607), which can be utilized for this repair, and the repair is recommended to be completed. Under the current spending authority resolution, the District Manager can approve this work without additional Board approval. This is being noted because this one item will use approximately 50% of the budgeted line item. Specific proposals will be obtained before this work is started.

III. LOCATION

MAP

III. LOCATION MAP



Asset Management Report – October, 2026

IV. SUPPORTING DOCUMENTATION

September 2026 Quality Control Report

Lake #	Treatment / Inspection	Target	Treatment Date(s)	Observations	Additional Tasks
1	Treated	Shoreline weeds	09/17/2026		9/3 Applied Lake Dye
2	Treated	Shoreline weeds	09/10/2026, 09/17/2026		9/3 Applied Lake Dye
3	Treated	Shoreline weeds	09/17/2026		9/3 Applied Lake Dye
4	Treated	Shoreline weeds	08/27/2026, 09/10/2026, 09/17/2026		9/3 Applied Lake Dye
5	Treated	Shoreline weeds	09/17/2026		9/3 Applied Lake Dye
6	Treated	Shoreline weeds	09/10/2026, 09/17/2026		9/3 Applied Lake Dye
7	Treated	Shoreline weeds	09/10/2026, 09/17/2026		9/3 Applied Lake Dye
8	Treated	Shoreline weeds	08/20/2026, 08/27/2026		9/3 Applied Lake Dye
9	Treated	Shoreline weeds & Algae	09/17/2026		9/3 Applied Lake Dye
10	Treated	Shoreline weeds	09/17/2026		9/3 Applied Lake Dye
11	Treated	Shoreline weeds	09/17/2026		9/3 Applied Lake Dye
12	Treated	Shoreline weeds	09/17/2026		9/3 Applied Lake Dye
13	Treated	Submersed vegetation & Algae	08/27/2026, 08/27/2026		9/3 Applied Lake Dye
14	Treated	Shoreline weeds	09/17/2026		9/3 Applied Lake Dye
15	Treated	Submersed vegetation & Algae	08/27/2026, 09/17/2026		9/3 Applied Lake Dye
16	Treated	Shoreline weeds	09/17/2026		9/3 Applied Lake Dye
17	Treated	Shoreline weeds	08/20/2026		9/3 Applied Lake Dye

Asset Management Report – October, 2026

Lake #	Treatment / Inspection	Target	Treatment Date(s)	Observations	Additional Tasks
18	Treated	Shoreline weeds, Algae & submersed vegetation	08/20/2026, 08/27/2026, 09/10/2026		9/3 Applied Lake Dye
19	Treated	Shoreline weeds	08/20/2026, 09/17/2026		9/3 Applied Lake Dye
20	Treated	Shoreline weeds & Algae	09/10/2026		9/3 Applied Lake Dye
21	Treated	Shoreline weeds & Algae	08/20/2026, 09/17/2026		9/3 Applied Lake Dye
22	Treated	Shoreline weeds & Algae	08/20/2026, 09/10/2026		9/3 Applied Lake Dye
23	Treated	Shoreline weeds	08/20/2026		9/3 Applied Lake Dye
24	Treated	Shoreline weeds	08/20/2026		9/3 Applied Lake Dye
25	Treated	Algae	09/17/2026		9/3 Applied Lake Dye
26	Treated	Shoreline weeds	08/20/2026		9/3 Applied Lake Dye
27	Treated	Shoreline weeds	09/17/2026		9/3 Applied Lake Dye
28	Treated	Shoreline weeds & Algae	09/10/2026		9/3 Applied Lake Dye
29	Treated	Shoreline weeds & Algae	09/10/2026		9/3 Applied Lake Dye
30	Treated	Shoreline weeds & Algae	08/20/2026, 09/10/2026		9/3 Applied Lake Dye
31	Treated	Shoreline weeds & Algae	08/20/2026, 09/10/2026		9/3 Applied Lake Dye
32	Treated	Shoreline weeds	08/20/2026, 09/10/2026		9/3 Applied Lake Dye
33	Treated	Algae & Shoreline weeds	08/20/2026, 09/10/2026		9/3 Applied Lake Dye
34	Treated	Shoreline weeds	08/20/2026		9/3 Applied Lake Dye
35	Treated	Shoreline weeds	09/10/2026		9/3 Applied Lake Dye
36	Treated	Shoreline weeds	08/20/2026, 09/10/2026		9/3 Applied Lake Dye

Asset Management Report – October, 2026

Lake #	Treatment / Inspection	Target	Treatment Date(s)	Observations	Additional Tasks
37	Treated	Shoreline weeds	08/20/2026		9/3 Applied Lake Dye
38	Treated	Shoreline weeds, submersed vegetation & Algae	08/20/2026, 08/27/2026		9/3 Applied Lake Dye
39	Treated	Shoreline weeds, submersed vegetation & Algae	08/20/2026, 08/27/2026		9/3 Applied Lake Dye
40	Inspected				9/3 Applied Lake Dye
41	Inspected				9/3 Applied Lake Dye
42	Inspected				9/3 Applied Lake Dye
Kayak Trail	Treated	Weeds	08/10/2026		Completed
Quarterly Preserves	Treated	Native and exotic nuisance vines and other nuisance species	08/05/2026, 08/06/2026		Completed
Work Orders Completed	None				
Work Orders In Progress	None				

Asset Management Report – October, 2026



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

Work Order

DATE	08/20/2026 -
TECH(S)	Lawrence O'Day
JOB #	1083415658

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 21, 17, 8, 22, 23, 34, 31, 32, 39, 38, 37, 36, 30, 24, 26, 18, and 19 for shoreline weeds. I also treated lakes 22, 18, and 33 for algae.
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Asset Management Report – October, 2026



1936 Bruce B Downs Blvd Suite 306
Wesley Chapel FL 33543
(844) 525-3735
CustomerSupport@PremierLakesFL.com

Work Order

DATE	08/27/2026 -
TECH(S)	Lawrence O'Day
JOB #	1083415659

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

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

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

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

COMPLETION NOTES	Today I treated lakes 13, 39, 38, 18, 15 for submerged vegetation and algae. I also treated lakes 13, part of 8, and 4 for shoreline weeds. It rained from about 11:30 to 1:00.
------------------	---

Asset Management Report – October, 2026



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

Work Order

DATE	09/03/2026 -
TECH(S)	Lawrence O'Day
JOB #	1093992726

CUSTOMER
Tern Bay CDD Richard Freeman
(954) 644-9630
rffreeman@cgsolutions.com

SERVICE LOCATION
Tern Bay CDD
(954) 644-9630
rffreeman@cgsolutions.com

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

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

COMPLETION NOTES	Today I completed the dye application on all lakes 1 to 42.
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Asset Management Report – October, 2026



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

CUSTOMER

Tern Bay CDD
Richard Freeman

(954) 644-9630

rffreeman@cgasolutions.com

Work Order

DATE

09/10/2026 -

TECH(S)

Lawrence O'Day

JOB

1083415661

SERVICE LOCATION

Tern Bay CDD

(954) 644-9630

rffreeman@cgasolutions.com

JOB DETAILS

Annual Lake Maintenance- weekly

JOB CATEGORY

Annual Lake Maintenance

COMPLETION NOTES

Today I treated lakes 4, 6, 7, 18, 20, 29, 28, 32, 33, 35, 36, 22, 30, and parts of 2 for shoreline weeds. I also treated lakes 20, 29, 30, 31, and 33 for algae.

Asset Management Report – October, 2026



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

Work Order

DATE	09/17/2026 -
TECH(S)	Lawrence O'Day
JOB #	1083415662

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

SERVICE LOCATION
Tern Bay CDD
(954) 644-9630
rffreeman@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, 7, 14, 9, 10, 11, 12, 15, 16, 21, 19, and 27 for shoreline weeds. I also treat lakes 9, 15, 21, and 25 for algae.
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Asset Management Report – October, 2026



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

CUSTOMER

Tern Bay CDD
Richard Freeman

(954) 644-9630

rffreeman@cgasolutions.com

Work Order

DATE

09/21/2026 -

TECH(S)

Lawrence O'Day

JOB

1083415663

SERVICE LOCATION

Tern Bay CDD

(954) 644-9630

rffreeman@cgasolutions.com

JOB DETAILS

Annual Lake Maintenance- weekly

JOB CATEGORY

Annual Lake Maintenance

COMPLETION NOTES

Today I treated lakes 13, 41, 17, 24, 26, 22, 23, 34, 42, 39, 38, 37, 35, 33, and 32 for shoreline weeds.

Asset Management Report – October, 2026



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

Work Order

DATE	09/24/2026 -
TECH(S)	Lawrence O'Day
JOB #	1097967791

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

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

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

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

COMPLETION NOTES	Today I treated lakes 17, 8, 19, 31, 32, 33, 9 for shoreline weeds. I also treated lakes 8, 32, 33, 23, 34, 3, 25, 24, 42, and 22 for algae.
------------------	--

Asset Management Report – October, 2026



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

CUSTOMER

Tern Bay CDD
Richard Freeman

(954) 644-9630

rffreeman@cgasolutions.com

Work Order

DATE	09/28/2026 -
TECH(S)	Lawrence O'Day
JOB #	1098172133

SERVICE LOCATION

Tern Bay CDD

(954) 644-9630

rffreeman@cgasolutions.com

JOB DETAILS

Annual Lake Maintenance

JOB CATEGORY

Annual Lake Maintenance

COMPLETION NOTES

Today I treated lakes 8, 18, and 13 for shoreline weeds. I also treated lakes 4, 6, 7, 18, 23, 10, 11, 29, 20, 3, 5, 31, and 17 for algae.

Asset Management Report – October, 2026



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

CUSTOMER

Tern Bay CDD
Richard Freeman

(954) 644-9630

rffreeman@cgasolutions.com

Work Order

DATE	10/01/2026 -
TECH(S)	Lawrence O'Day
JOB #	1098461488

SERVICE LOCATION

Tern Bay CDD

(954) 644-9630

rffreeman@cgasolutions.com

JOB DETAILS

Annual Lake Maintenance

JOB CATEGORY

Annual Lake Maintenance

COMPLETION NOTES

Today I treated lakes 4, 3, 2, 5, 9, 13, 15, 16, 18, 19, 17, and 34 for shoreline weeds. I also treated lakes 19, 18, and 2 for algae. It started pouring at 12:30pm.

Asset Management Report – October, 2026

Surge Damage

Surge Damage



Quote #183

Quote date : Oct 08, 2026

Expiry date : Nov 30, 2026

From
SWFL IT Support
4410 SE 16th Pl Suite 2
Cape Coral, Florida 33904

Bill To
Tern Bay CDD - Tern Bay CDD
14611 Heritage Landing Blvd
Punta Gorda, Florida 33955

ITEM	DETAILS	QUANTITY/HOURS	UNIT PRICE	DISCOUNT	TAX	AMOUNT
UBNT G8 Pro Turret	All-weather tamper-resistant 4K PoE+ camera with a Multi-TOPS AI engine, 2.36x optical zoom, and a large 1/1.2" CMOS sensor for exceptional low-light clarity and long-range IR night vision.	1.00	\$742.50	N/A	6.5%	\$742.50
UBNT Ethernet Surge Protection	UBNT Ethernet Surge Protection	4.00	\$49.50	N/A	6.5%	\$198.00
Continental Network Daughter Board	Continental Network Daughter Board	1.00	\$224.99	N/A	6.5%	\$224.99
Continental Panel Access Control	Continental Panel Access Control 2Door	2.00	\$1,579.25	N/A	6.5%	\$3,158.50
Subtotal						\$4,323.99
Tax Lee Co Tax 6.5%						\$281.05
Total						\$4,605.04

***This is our best estimate at what labor and materials will cost for this job request. We will notify you, the customer, if any changes in pricing structure occur.
All parts warrantied according to manufacturer's warranty coverage for each part. All manufacturers offer warranty exchange parts replacements only, according to the duration of their warranties.
Physical damage, improper handling or programming, or using equipment outside the scope of its intended purpose will void warranties.
To approve this quote, please sign below and return to SWFLITS with a deposit of \$2763.02

Tern Bay CDD
Aquatic System
September 2026



Lake 1



Lake 2



—
Lake 3



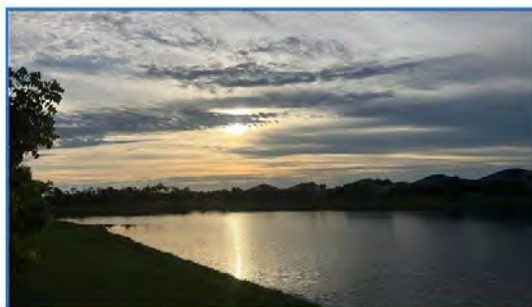
Lake 4



—
Lake 5



Lake 6



—
Lake 7



Lake 8



—
Lake 9



Lake 10



—
Lake 11



Lake 12



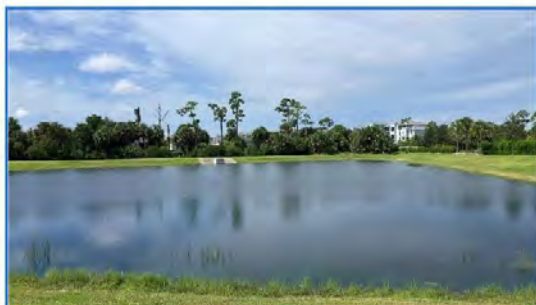
—
Lake 13



Lake 14



—
Lake 15



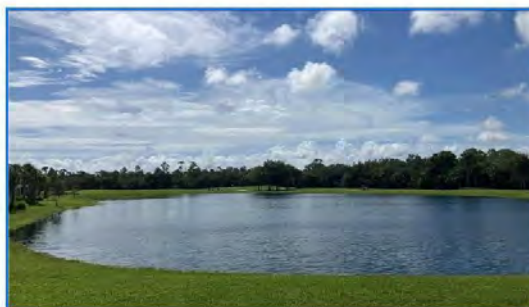
Lake 16



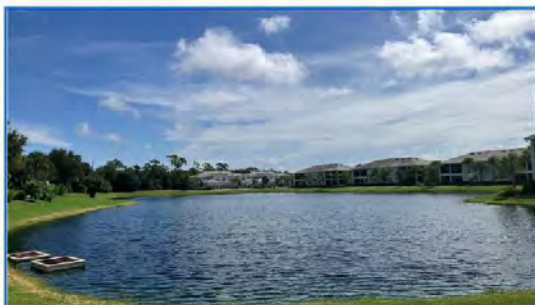
—
Lake 17



Lake 18



—
Lake 19



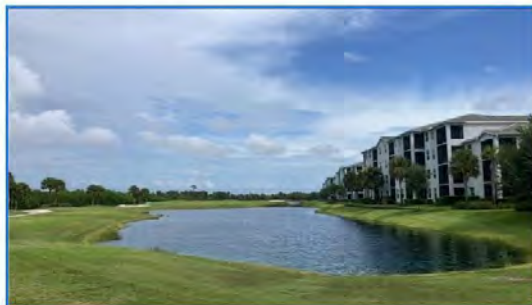
Lake 20



—
Lake 21



Lake 22



—
Lake 23



Lake 24



—
Lake 25



Lake 26



—
Lake 27



Lake 28



—
Lake 29



Lake 30



—
Lake 31



Lake 32



—
Lake 33



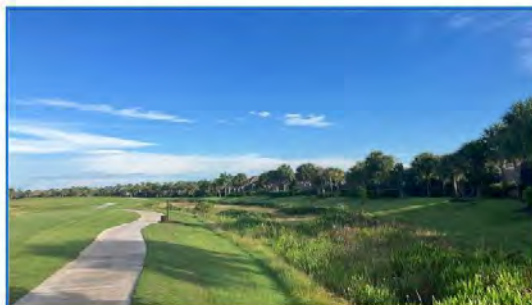
Lake 34



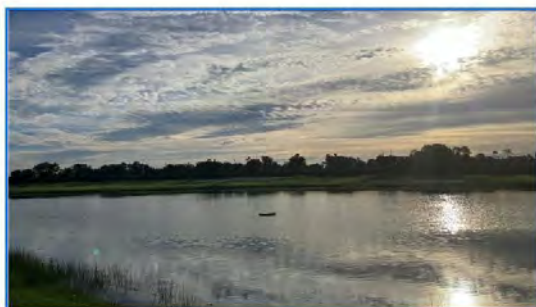
—
Lake 35



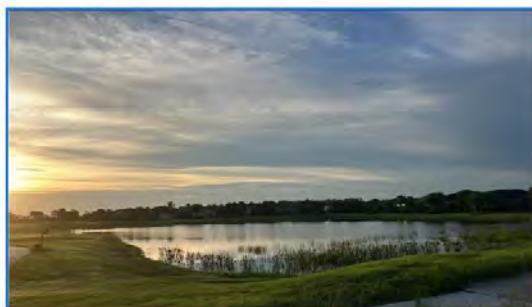
Lake 36



—
Lake 37



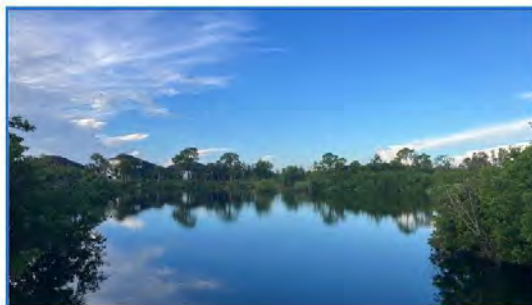
Lake 38



—
Lake 39



Lake 40



—
Lake 41



Lake 42



Asset Management Report – October, 2026



Memorandum

☒ **Fort Lauderdale Office** · 1800 Eller Drive · Suite 600 · Fort Lauderdale, FL 33316 · 954.921.7781(p) · 954.921.8807(f)
☐ **West Palm Beach Office** · 560 Village Boulevard · Suite 340 · West Palm Beach, FL 33409 · 561.684.6161(p) · 561.684.6360(f)

Date: October 2026

To: Tern Bay CDD Board of Supervisors

From: Richard Freeman

Subject: FY 2027 Lake, Preserve, Kayak Trail & Lake Dye Maintenance – Proposal Comparison

CC:

Purpose

District staff requested FY 2027 (October 1, 2026 – September 30, 2027) maintenance proposals for the District's lakes, preserves, kayak trail and lake dye program. Proposals were received from Premier Lakes, Inc., the District's current vendor, and Pond Professional, LLC. This memorandum breaks out the cost of each service by vendor, compares the scope of work, and provides staff's recommendation to the Board. All proposals are attached for reference.

Cost Summary

Table 1. FY 2027 annual cost by service and vendor

Service	Premier Lakes (Current Vendor)	Pond Professional	Difference (Premier – Pond Pro)
Annual Lake / Stormwater Pond Maintenance	\$79,248.00	\$49,200.00	\$30,048.00
Annual Preserve Maintenance	\$29,952.00	\$22,000.00	\$7,952.00
Kayak Trail / Canoe Launch Maintenance	\$8,424.00	\$1,200.00*	\$7,224.00
Lake Dye Applications	\$37,128.00	\$10,800.00*	\$26,328.00
Total – All FY 2027 Services	\$154,752.00	\$83,200.00	\$71,552.00

* Pond Professional priced the kayak / canoe launch and lake dye together in one proposal totaling \$12,000.00 per year (\$1,000.00 per month).

11/19/2026 10:06:11/26

Asset Management Report – October, 2026

Scope Comparison by Service

A. Annual Lake / Stormwater Pond Maintenance

	Premier Lakes (Current Vendor)	Pond Professional
Service Area	39 lakes; approx. 141.79 acres / 81,019 linear feet	39 stormwater ponds; approx. 91 acres
Service Frequency	52 inspections per year (weekly)	12 maintenance events per year (monthly)
Scope	Aquatic weed and algae control; shoreline weed control to control elevation; quarterly backpack crews for littoral shelves; DO / pH / temperature testing as needed; minor trash pickup	Emergent, shoreline, open water and subsurface herbicide / algaecide treatments; trash clean-up each monthly event; free call-back service
Reporting / Meetings	Service report after each inspection; attends board meetings when requested	Not specified
Annual / Monthly Cost	\$79,248.00 / \$6,604.00	\$49,200.00 / \$4,100.00

Premier Lakes provides four times the service frequency of Pond Professional (52 weekly inspections versus 12 monthly events) and includes quarterly littoral shelf backpack crews, water quality spot-testing, and a service report after every visit. Pond Professional is \$30,048 lower, which largely reflects fewer site visits. Both proposals cover 39 lakes, but Pond Professional lists about 91 acres versus Premier Lakes' 141.79 acres, and references Lee County rather than Charlotte County requirements.

B. Annual Preserve Maintenance

	Premier Lakes (Current Vendor)	Pond Professional
Service Area	Preserves, approx. 60 acres	30' wetland and conservation easement buffers (approx. 193.63 acres)
Service Frequency	4 inspections per year (quarterly)	4 events per year (quarterly)
Scope	Herbicide treatment of all FISC Category I & II and native nuisance species, killed in place; hand pulling / cutting where appropriate; care taken to preserve native understory	Selective herbicide treatment of all Class I & II invasive species (FLEPPC); trash clean-up of buffer areas each event
Reporting / Meetings	Service report after each inspection; attends board meetings when requested	Not specified
Annual Cost	\$29,952.00 (billed \$2,496.00 / month)	\$22,000.00 (\$5,500.00 / event)

Both vendors propose quarterly service. Pond Professional is \$7,952 lower and includes trash clean-up at each event. The two proposals define the service area differently: Premier Lakes prices about 60 acres of preserve, while Pond Professional lists about 193.63 acres. That figure equals the full preserved wetland and conservation easement acreage shown on the attached preserve area map (Attachment H), even though the scope describes treatment of the 30' buffers only. Premier Lakes also provides written service reports after each inspection.

Revised: 10/06/2026

Asset Management Report – October, 2026

C. Kayak Trail Maintenance

	Premier Lakes (Current Vendor)	Pond Professional
Service Area	Kayak / canoe trail	Designated canoe / kayak launch near pond #6 (approx. 25' wide)
Service Frequency	12 inspections per year (monthly)	12 events per year (monthly)
Scope	Herbicide spray down the middle of the trail; weed-eat trail edges; trim peppers back to original cut length; free call-backs (mangrove and palm trimming not included)	Selective herbicide application to keep the launch area open for use; selective weed-eating as needed; trash clean-up each visit
Annual / Monthly Cost	\$8,424.00 / \$702.00	\$1,200.00 / \$100.00

Both vendors propose monthly service, but the scopes differ. Premier Lakes maintains the kayak / canoe trail itself (spraying, edging and trimming back peppers). Pond Professional's price covers the designated launch area only, about 25 feet wide near pond #6. Pond Professional is \$7,224 lower.

D. Lake Dye Applications

	Premier Lakes (Current Vendor)	Pond Professional
Service Area	CDD-maintained lakes	39 stormwater ponds; approx. 91 acres
Service Frequency	12 applications per year (monthly)	12 applications per year (monthly)
Scope	Premium lake dye applied at one quart per acre per month; free call-backs	Natural blue / black lake colorant applied to all open water pond areas (application rate not specified); trash clean-up each visit
Annual / Monthly Cost	\$37,128.00 / \$3,094.00	\$10,800.00 / \$900.00

Both vendors propose monthly dye applications. Premier Lakes specifies a premium dye at one quart per acre per month. Pond Professional does not state an application rate and bases its price on about 91 acres of ponds. Pond Professional is \$26,328 lower.

Contract Terms (Premier Lakes)

- Term: October 1, 2026 – September 30, 2027, billed monthly in equal installments.
- Automatic annual renewal with a 4% increase in the annual agreement price each year.
- Either party may terminate with thirty (30) days' written notice.
- Proposals are dated August 18, 2026 and expire sixty (60) days from issuance (on or about October 17, 2026), so Board action is needed at this meeting.
- Work outside the contracted scope (e.g., major trash clean-up, physical cutting or plant removal) is billed separately.

Staff Recommendation

Staff recommends that the Board retain Premier Lakes, Inc. for all four FY 2027 services, for the following reasons:

- **Proven performance.** Premier Lakes is the District's current vendor and has performed well. Its crews know the District's lakes, preserves and kayak trail, so there is no transition period or service disruption.
- **Service frequency.** Weekly lake inspections (52 per year) allow algae and nuisance vegetation to be treated as soon as they appear. That frequency matters during the rainy season, when nutrient loading drives rapid algae and submersed vegetation growth. Pond Professional proposes monthly service (12 events per year).
- **Reporting and accountability.** Premier Lakes submits a service report after each inspection and a monthly Quality Control Report, which supports staff oversight and the monthly Asset Manager's Report to the Board. Premier Lakes also attends Board meetings when requested.
- **Single-vendor coordination.** Keeping lake maintenance, preserves, the kayak trail and lake dye with one vendor simplifies scheduling, accountability and invoicing.

Pond Professional's combined pricing is \$71,552.00 per year lower than Premier Lakes. Part of that difference reflects scope: monthly rather than weekly lake service, a smaller stated lake acreage (about 91 versus 141.79 acres),

Revised: 10/06/2026

Asset Management Report – October, 2026

a kayak scope limited to the launch area, and a dye proposal with no stated application rate. The Board should weigh that cost difference against the service level and performance record described above.

Recommended Motion

Motion to approve the Premier Lakes, Inc. FY 2027 Annual Management Program Agreements for Annual Lake Maintenance (\$79,248.00), Annual Preserve Maintenance (\$29,952.00), Kayak Trail Maintenance (\$8,424.00), and Lake Dye Applications (\$37,128.00), for a total annual amount of \$154,752.00 (\$12,896.00 per month), for the period October 1, 2026 through September 30, 2027, and to authorize the Chair to execute the agreements.

Attachments

- Attachment A – Premier Lakes: FY 2027 Annual Lake Maintenance
- Attachment B – Pond Professional: Stormwater Maintenance Proposal (revised)
- Attachment C – Premier Lakes: FY 2027 Annual Preserve Maintenance
- Attachment D – Pond Professional: Preserve Maintenance Proposal (revised)
- Attachment E – Premier Lakes: FY 2027 Kayak Trail Maintenance
- Attachment F – Premier Lakes: FY 2027 Lake Dye Applications
- Attachment G – Pond Professional: Pond Dyeing / Canoe Launch Maintenance Proposal
- Attachment H – Heritage Landing Preserve Area Map (Figure 2 – Wetland and Upland Enhancement Areas)

Revised: 10/06/2026



Calvin, Giordano & Associates, Inc.

A SAFEBUILT COMPANY

ATTACHMENT A

Premier Lakes, Inc.

FY 2027 Annual Lake Maintenance

Tern Bay CDD – FY 2027 Maintenance Proposal Comparison

Asset Management Report – October, 2026



Annual Management Program Agreement

Customer Name: Tern Bay CDD
Property Contact: Richard Freeman
Agreement Effective Date: October 1st, 2026 - September 30th, 2027
Program Description: Annual Lake Maintenance
Premier Lakes Consultant: Alex Kurth
Consultant Phone Number: 239-707-1575

This Agreement, dated **August 18th, 2026**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Tern Bay CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Area:** The "Service Area" is described as **39 Lakes, consisting of approximately 81,019 linear feet and 141.79 acres.**
3. **Contract Services:** Premier Lakes will perform **(52) Fifty-Two** inspections per year of the Service Area and provide the following service as necessary.
 - a. **Aquatic Weed Control:** Growth of undesired aquatic vegetation will be treated upon identification by applying aquatic herbicides and adjuvants. Most of the time, these treatments will occur immediately upon inspection. However, timing may be adjusted to ensure the best results. All efforts will be made to ensure that unwanted vegetation is controlled before it becomes unsightly.
 - b. **Algae Control:** Algae will be controlled by applying algaecides and adjuvants as needed.
 - c. **Shoreline Weed:** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate up to control elevation year-round. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur.



- d. **Littoral Shelf Control (Quarterly Backpack Crews):** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur.
 - e. **Water Quality Analysis:** Dissolved oxygen, pH, and temperature will be included as needed. More detailed water quality testing will be an additional charge based on the agreed-upon parameters. Remediation will be priced separately.
 - f. **Trash Pickup:** Premier Lakes will provide minor trash and debris pickup when on-site. In some circumstances, for example, in a community where a significant amount of new home construction is ongoing, and the amount of trash and debris is excessive, trash pickup will be an additional service to be added.
 - g. **Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
 - h. **Aquatic Consultation:** Attendance to monthly board meetings when requested.
4. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.
5. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **\$6,604.00** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
6. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.
7. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.

8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
9. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be

responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.

16. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

Asset Management Report – October, 2026

Annual Agreement Amount: \$79,248.00

Monthly Agreement Amount: \$6,604.00

Invoicing Frequency: Monthly

Accepted and Approved:

Tern Bay CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name:

Title:

Date:

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.



Calvin, Giordano & Associates, Inc.

A SAFEBUILT COMPANY

ATTACHMENT B

Pond Professional, LLC

Stormwater Maintenance Proposal (Revised)

Tern Bay CDD – FY 2027 Maintenance Proposal Comparison

Asset Management Report – October, 2026



POND PROFESSIONAL, LLC

pond & wetland management

4024 Dover Drive East, Bradenton, FL 34203

Heritage Landing CDD: Stormwater Maintenance Proposal

August 18th, 2026

Heritage Landing CDD c/o CGA Solutions, Inc.
1800 Eller Dr, Suite 600
Ft Lauderdale, FL 33316

Attn: Richard Freeman

Pond Professional, LLC proposes to furnish labor, equipment and materials necessary for the furnish labor, equipment and materials necessary for the selective herbicide and algaecide treatments for control of all Class I and II noxious weeds and algae within the thirty-nine (39) stormwater ponds (totaling approx. 91 acres) for Heritage Landing subdivision, located at Heritage Landing blvd. and Burnt Store Rd, Punta Gorda, FL, 33955.

Pond Professional, LLC proposes to maintain said areas for control of all Class I and II noxious weeds, as per the Florida Invasive Species Council (FISC), Lee County and South Florida Water Management District (SFWMD) regulations. All control structures shall be maintained as per the Lee County Environmental Technical Manual Code of Ordinances regarding weed and native plant encroachment. This agreement shall provide for monthly inspections/maintenance events.

A standard industry, aquatic maintenance, contract shall provide for monthly maintenance events of the stormwater ponds for twelve (12) months. **As part of our services we also shall include a complimentary trash clean-up of all ponds per scheduled monthly events and free "call-back" serviced for complete satisfaction.**

A. Monthly emergent, shoreline, open water and subsurface herbicide/algaecide maintenance program; this includes herbicide/algaecide treatment events for control of all Class I and II noxious weeds (per FISC) and algae within all 39 stormwater ponds: **\$4,100.00/ month**

The total annual cost for stormwater maintenance for all thirty-nine stormwater ponds shall be \$49,200.00.

Sincerely,

George Colbath
Owner/Biologist
Pond Professional, LLC

Approved _____ Date _____

(941)447-6030

PondProsFL.com

fax:(941)580-3703



Calvin, Giordano & Associates, Inc.

A SAFEbuilt COMPANY

ATTACHMENT C

Premier Lakes, Inc.

FY 2027 Annual Preserve Maintenance

Tern Bay CDD – FY 2027 Maintenance Proposal Comparison

Asset Management Report – October, 2026



Annual Management Program Agreement

Customer Name: Tern Bay CDD
Property Contact: Richard Freeman
Agreement Effective Date: October 1st, 2026 - September 30th, 2027
Program Description: Annual Preserve Maintenance
Premier Lakes Consultant: Alex Kurth
Consultant Phone Number: 239-707-1575

This Agreement, dated **August 18th, 2026**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Tern Bay CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Area:** The "Service Area" is described as **preserves consisting of approximately 60 acres. Map attached.**
3. **Contract Services:** Premier Lakes will perform **(4) Four** inspections per year of the Service Area and provide the following service as necessary.
 - a. **Wetland and Upland Management:** Services include the application of herbicides to control unwanted vegetation. Treatment of all FISC Category 1 & 2 species and native nuisance species. All target species will be killed in place. Due care will be taken to preserve understory native growth. Hand pulling and cutting of material will be performed where appropriate. Initial clean-ups, removals, or disposal will be performed at an additional charge.
 - b. **Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
 - c. **Aquatic Consultation:** Attendance to monthly board meetings when requested.
4. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase.



Asset Management Report – October, 2026

in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.

5. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **\$2,496.00** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
6. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.
7. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.
8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
9. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.

13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
16. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

Asset Management Report – October, 2026

Annual Agreement Amount: \$29,952.00

Monthly Agreement Amount: \$2,496.00

Invoicing Frequency: Monthly

Accepted and Approved:

Tern Bay CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name:

Title:

Date:

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.



Calvin, Giordano & Associates, Inc.

A SAFEBUILT COMPANY

ATTACHMENT D

Pond Professional, LLC

Preserve Maintenance Proposal (Revised)

Tern Bay CDD – FY 2027 Maintenance Proposal Comparison

Asset Management Report – October, 2026



POND PROFESSIONAL, LLC

pond & wetland management

4024 Dover Drive East, Bradenton, FL 34203

Heritage Landing CDD: Preserve Maintenance Proposal

August 18th, 2026

Heritage Landing CDD c/o CGA Solutions, Inc.
Eller Dr, Suite 600
Lauderdale, FL 33316

1800
Ft

Attn: Richard Freeman

Pond Professional, LLC proposes to furnish labor, equipment and materials necessary for the furnish labor, equipment and materials necessary for the selective herbicide treatments for control of all Class I and II noxious weeds within the 30' wetland and conservation easement buffers (approximately. 193.63 acres) for Heritage Landing subdivision, located at Heritage Landing blvd. and Burnt Store Rd, Punta Gorda, FL, 33955.

All materials and methods shall be within compliance with Lee County and South Florida Water Management District (SFWMD) regulations.

A standard industry, wetland maintenance, Agreement shall provide for quarterly maintenance events of the conservation areas for one (1) year. **As part of our services we also shall include a complimentary trash clean-up of all wetland buffer areas per each scheduled quarterly visit.**

- Quarterly selective herbicide, invasive species control program; this includes herbicide treatment events for control of all Class I and II invasive weeds (per FLEPPC) as well as trash clean-up of the 30' wetland/conservation buffers said areas per event: **\$5,500.00/event**
- Additional Services Billed as requested per hour or 1-time agreement.

The total annual cost for quarterly maintenance inspection/treatment events for all conservation areas shall be \$22,000.00 per year.

Sincerely,

George Colbath
Owner/Biologist
Pond Professional, LLC

Approved _____ Date _____

(941)447-6030

PondProsFL.com

fax:(941)580-3703



Calvin, Giordano & Associates, Inc.

A SAFEBUILT COMPANY

ATTACHMENT E

Premier Lakes, Inc.

FY 2027 Kayak Trail Maintenance

Tern Bay CDD – FY 2027 Maintenance Proposal Comparison

Asset Management Report – October, 2026



Annual Management Program Agreement

Customer Name: Tern Bay CDD

Property Contact: Richard Freeman

Agreement Effective Date: October 1st, 2026 - September 30th, 2027

Program Description: Annual Kayak Trail Maintenance

Premier Lakes Consultant: Alex Kurth

Consultant Phone Number: 239-707-1575

This Agreement, dated **August 18th, 2026**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Tern Bay CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Area:** The "Service Area" is described as **Kayak/Canoe Trail**.
3. **Contract Services:** Premier Lakes will perform **(12) twelve** inspections per year of the Service Area and provide the following service as necessary.
 - a. **Spray the middle of the trail using an approved herbicide.**
 - b. **Weed eat the sides of the trail.**
 - c. **Trim back peppers to the original cut length.**
 - d. **Mangroves and Palm trimming are not included in this proposal.**
4. **Callbacks:** Premier Lakes, Inc. will provide free callbacks for any contracted services, upon the Client's request, at any time during the term of this agreement. Callbacks apply only to services already covered under this agreement and do not include additional or new work outside the contracted scope. All callbacks will be scheduled and completed within Premier Lakes, Inc.'s normal service availability.
5. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase



Asset Management Report – October, 2026

in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.

6. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **\$702.00** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
7. **Forms of Payment:** Premier Lakes accepts payment by check.
8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
9. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any

other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.

14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
16. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

Asset Management Report – October, 2026

Annual Agreement Amount: \$,8,424.00

Monthly Agreement Amount: \$702.00

Invoicing Frequency: Monthly

Accepted and Approved:

Tern Bay CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name:

Title:

Date:

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.



Calvin, Giordano & Associates, Inc.

A SAFEBUILT COMPANY

ATTACHMENT F

Premier Lakes, Inc.

FY 2027 Lake Dye Applications

Tern Bay CDD – FY 2027 Maintenance Proposal Comparison

Asset Management Report – October, 2026



Annual Management Program Agreement

Customer Name: Tern Bay CDD

Property Contact: Richard Freeman

Agreement Effective Date: October 1st, 2026 - September 30th, 2027

Program Description: Annual Lake Dye Application

Premier Lakes Consultant: Alex Kurth

Consultant Phone Number: 239-707-1575

This Agreement, dated **August 18th, 2026**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Tern Bay CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Area:** The "Service Area" is described as **CDD maintained lakes**.
3. **Contract Services:** Premier Lakes will perform **12 twelve** inspections per year of the Service Area and provide the following service as necessary.
 - a. **Application of Lake Dye: Addition of a premium lake dye at a rate of one quart per acre per month**
4. **Callbacks:** Premier Lakes, Inc. will provide free callbacks for any contracted services, upon the Client's request, at any time during the term of this agreement. Callbacks apply only to services already covered under this agreement and do not include additional or new work outside the contracted scope. All callbacks will be scheduled and completed within Premier Lakes, Inc.'s normal service availability.
5. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.



Asset Management Report – October, 2026

6. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **\$3,094.00** per month, commencing on the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
7. **Forms of Payment:** Premier Lakes accepts payment by check.
8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
9. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to

beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.

14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
16. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

Asset Management Report – October, 2026

Annual Agreement Amount: \$37,128.00

Monthly Agreement Amount: \$ 3,094.00

Invoicing Frequency: Monthly

Accepted and Approved:

Tern Bay CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name:

Title:

Date:

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.



Calvin, Giordano & Associates, Inc.

A SAFEBUILT COMPANY

ATTACHMENT G

Pond Professional, LLC

Pond Dyeing / Canoe Launch Maintenance Proposal

Tern Bay CDD – FY 2027 Maintenance Proposal Comparison

Asset Management Report – October, 2026



POND PROFESSIONAL, LLC

pond & wetland management

4024 Dover Drive East, Bradenton, FL 34203

Heritage Landing CDD: Pond Dyeing/Canoe Launch maint.

August 18th, 2026

Heritage Landing CDD c/o CGA Solutions, Inc.
1800 Eller Dr, Suite 600
Ft Lauderdale, FL 33316

Attn: Richard Freeman

Pond Professional, LLC proposes to furnish labor, equipment and materials necessary for to dye each stormwater pond (39 total ponds @ approximately. 91 acres) with lake colorant each month as well as perform selective herbicide spray applications of the designated canoe/kayak launch (near the #11 T-box area at pond #6) for Heritage Landing subdivision, located at Heritage Landing blvd. and Burnt Store Rd, Punta Gorda, FL, 33955.

All materials and methods shall be within compliance with Lee County and South Florida Water Management District (SFWMD) regulations.

A standard industry, aquatic maintenance, Agreement shall provide for monthly maintenance events of the stormwater and kayak areas for one (1) year. **As part of our services we also shall include a complimentary trash clean-up of all locations scheduled monthly visit.**

- Monthly lake colorant application to all open water pond areas (a natural blue/black base dye for such applications): **\$900.00** _____
- Monthly selective herbicide application of the designated canoe/kayak launch area so as to keep this area open for use (approximately. 25' wide; with some selective weed-eating as needed): Included: **\$100.00** _____

The total annual cost for monthly maintenance inspection/treatment events for all dye events and Kayak launch point area shall be \$12,000.00 per year.

Sincerely,

George Colbath
Owner/Biologist
Pond Professional, LLC

Approved _____ Date _____

(941)447-6030

PondProsFL.com

fax:(941)580-3703



Calvin, Giordano & Associates, Inc.

A SAFEBUILT COMPANY

ATTACHMENT H

Heritage Landing Preserve Area Map

Figure 2 – Wetland and Upland Enhancement Areas

Tern Bay CDD – FY 2027 Maintenance Proposal Comparison

11/18/2025 10:06:25 AM



Commission on Ethics Required Annual Ethics Training Memorandum

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.

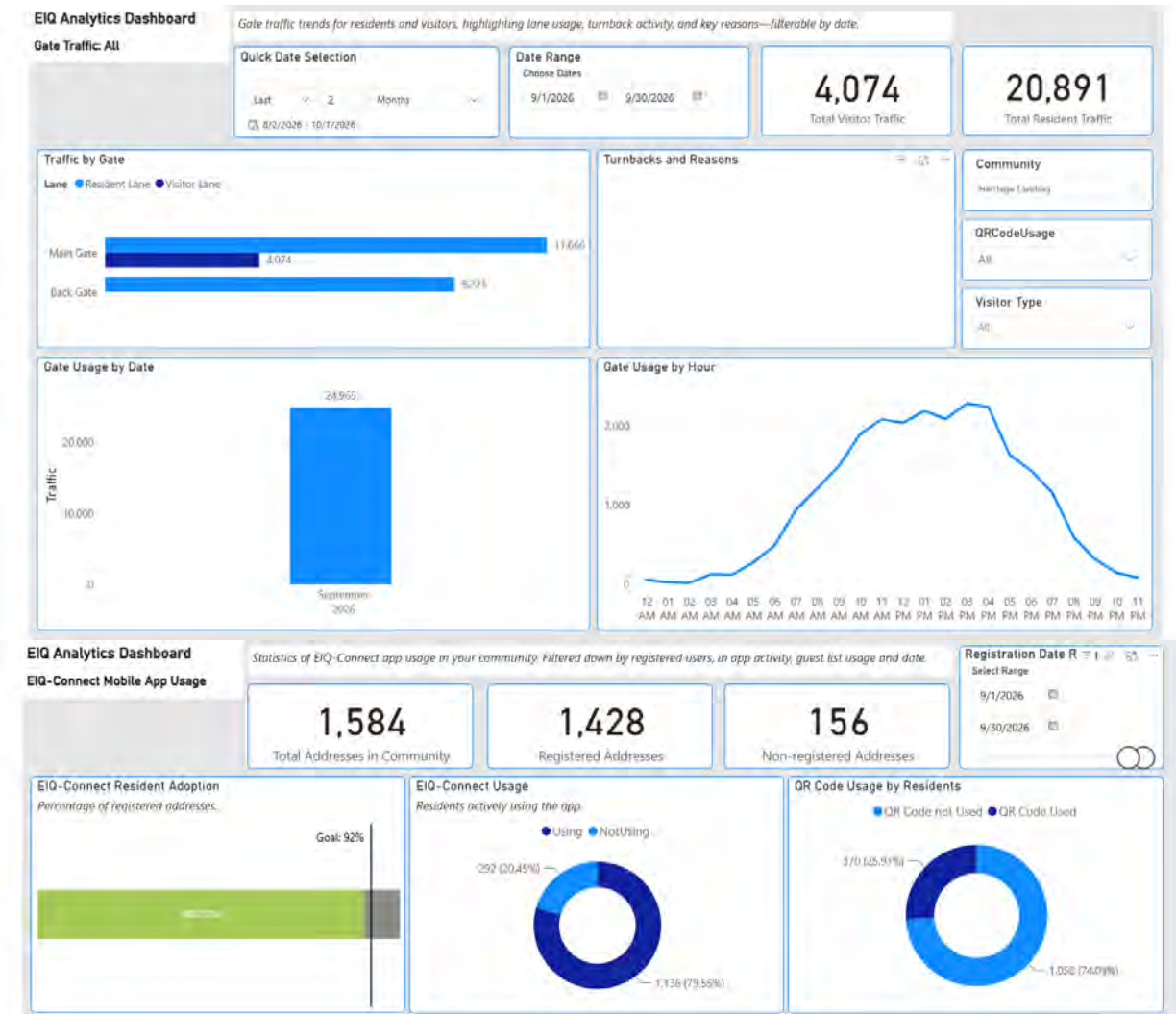
- [Home - Florida Ethics Institute](#)



EntranceIQ Report for September 2026

From: [Heritage Landing security](#)
To: [James Ward, LLC](#); [Curt Disinger](#); [Yvian Canailho](#)
Subject: September 2026 Heritage Insights Report
Date: Thursday, October 1, 2026 7:29:10 AM
Attachments: [image.png](#)
[image.png](#)
[image.png](#)
[image.png](#)

ALERT: This message is from an external source.BE CAUTIOUS before clicking any link or attachment



Hour	First Half	Visitor
12 AM	12 AM	57
01 AM	01 AM	28
02 AM	02 AM	19
03 AM	03 AM	128
04 AM	04 AM	122
05 AM	05 AM	278
06 AM	06 AM	494
07 AM	07 AM	946
08 AM	08 AM	1,216
09 AM	09 AM	1,495
10 AM	10 AM	1,899
11 AM	11 AM	2,083
12 PM	12 PM	2,038
01 PM	01 PM	2,188
02 PM	02 PM	2,089
03 PM	03 PM	2,282
04 PM	04 PM	2,237
05 PM	05 PM	1,634
06 PM	06 PM	1,436
07 PM	07 PM	1,154
08 PM	08 PM	595
09 PM	09 PM	314
10 PM	10 PM	148
11 PM	11 PM	85

From 10pm to 6am : 1,359
The month of September : 74 vehicles approved

Zero turnarounds at gate
156 non registered residents
25.91% residents using QR codes
79.55% residents using the EIQ app
3 tickets submitted for plate issues
Mass Alert sent out for bad weather/lightning causing gate issues

Thanks

Heather Clark

Account Manager | Ft. Myers, FL,

Allied Universal

O: 941-740-9676 | HeritageLandingsecurity@auservices.com | www.aus.com





District Financials



Tern Bay Community Development District

September 2026 Financial Package

September 30, 2026

PFM Management Services LLC
3501 Quadrangle Boulevard
Suite 270
Orlando, FL 32817-8329
(407) 723-5900



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Tern Bay Community Development District

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**Tern Bay Community Development District
Balance Sheet
Through September 30, 2026**

Description	Governmental Funds						Account Groups		Totals (Memorandum Only)	
	General Fund	Debt Service Funds		Capital Project Fund						
		Series 2005	Series 2022	Series 2022	General Long Term Debt	General Fixed Assets				
Assets										
Cash and Investments										
General Fund										
Truist - Checking Account	\$	108,389	\$	-	\$	-	\$	-	\$	108,389
FMIT - Investment Account		122,759		-		-		-		122,759
Debt Service Fund										
Reserve Account		-		50,000		886,013		-		936,013
Revenue		-		89,113		826,282		-		915,395
Prepayment Account		-		1,919		-		-		1,919
Capital Project Fund										
Construction Account		-		-		1,655,273		-		1,655,273
Prepaid Expenditures		8,861		-		-		-		8,861
Due from Other Funds										
General Fund		-		-		-		-		-
Debt Service Fund		-		-		-		-		-
Capital Project Fund		-		-		-		-		-
Amount Available in Debt Service Funds		-		-		-		1,853,326		1,853,326
Amount to be Provided by Debt Service Funds		-		-		-		27,626,674		27,626,674
Investment in General Fixed Assets (net of depreciation)		-		-		-		-		27,844,927
		-		-		-		27,844,927		27,844,927
Total Assets	\$	240,009	\$	141,032	\$	1,712,295	\$	1,655,273	\$	29,480,000
								27,844,927		61,073,535

Prepared by:

PFM Management Services LLC



**Tern Bay Community Development District
Balance Sheet
Through September 30, 2026**

Description	Governmental Funds					Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Funds		Capital Project Fund	General Long	General Fixed		
		Series 2005	Series 2022	Series 2022	Term Debt	Assets		
Liabilities								
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds								
General Fund	-	-	-	-	-	-	-	-
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	-	-	-	-	-	27,844,927	27,844,927	
Fund Balance								
Restricted								
Beginning: October 1, 2025 (Unaudited)	-	126,610	1,593,549	4,422,150	-	-	6,142,310	
Results from Current Operations	-	14,421	118,745	(2,766,877)	-	-	(2,633,710)	
Unrestricted								
Beginning: October 1, 2025 (Unaudited)	945,673	-	-	-	-	-	945,673	
Results from Current Operations	(705,664)	-	-	-	-	-	(705,664)	
Total Fund Equity and Other Credits	<u>\$ 240,009</u>	<u>\$ 141,032</u>	<u>\$ 1,712,295</u>	<u>\$ 1,655,273</u>	<u>\$ -</u>	<u>\$ 27,844,927</u>	<u>\$ 31,593,535</u>	
Total Liabilities, Fund Equity and Other Credits	<u>\$ 240,009</u>	<u>\$ 141,032</u>	<u>\$ 1,712,295</u>	<u>\$ 1,655,273</u>	<u>\$ 29,480,000</u>	<u>\$ 27,844,927</u>	<u>\$ 61,073,535</u>	

Prepared by:

PFM Management Services LLC



Tern Bay Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2026

Description	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward - Reserve Distributions	\$ 678,899	\$ 678,899	\$ 678,899	100%
Interest				
Interest - FMIT	95	16,181	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:	\$ 678,994	\$ 1,888,695	\$ 1,871,024	101%
Expenditures and Other Uses				
Legislative				
Board of Supervisor's - Fees	800	11,800	12,000	98%
Executive				
Professional Management	4,167	50,000	50,000	100%
Financial and Administrative				
Audit Services	-	4,400	6,600	67%
Accounting Services	2,275	27,300	27,300	100%
Assessment Roll Services	2,275	27,300	27,300	100%
Arbitrage Rebate Services	-	1,000	1,000	100%
Other Contractual Services				
Legal Advertising	126	2,813	1,500	188%
Property Appraiser & Tax Collector Fees	-	66	50	133%
Trustee Services	3,500	7,746	8,009	97%
Dissemination Agent Services	-	1,750	6,000	29%
Bond Amortization Schedules	-	-	500	0%
Bank Services	83	83	250	33%
Communications & Freight Services				
Postage, Freight & Messenger	-	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	1,544	3,793	300	1264%
Subscription & Memberships	-	175	175	100%
Legal Services				
Legal - General Counsel	5,314	35,252	6,500	542%
Legal - Series 2022 Bonds	402	1,134	-	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 September 30, 2026

Description	September	Year to Date	Total Annual Budget	% of Budget
Other Public Safety				
Guardhouse Operations				
Professional - Gate Attendant	33,359	237,412	228,271	104%
Professional - Resident Liaison	8,864	46,196	48,177	96%
Resident Access Control System	2,653	48,802	31,541	155%
Contingencies	-	6,738	-	0%
Guardhouse Utilities				
Electric	284	2,887	2,400	120%
Water & Wastewater	-	-	1,200	0%
Internet, IP & Data	969	7,393	2,700	274%
Repairs & Maintenance				
Guardhouse Janitorial	554	5,335	3,340	160%
Gate	998	24,166	9,000	269%
Gate Damage - Resident Reimbursed	-	1,841	-	0%
Miscellaneous Repairs	1,350	17,161	15,000	114%
Contingencies	387	387	-	0%
Capital Outlay				
Guardhouse/Security	-	134,968	80,000	169%
Stormwater Management System				
Lake, Lake Bank, Littoral Shelf Maintenance				
Professional Services				
Asset Management	5,852	26,205	20,000	131%
Repairs & Maintenance				
Aquatic Weed Control	9,325	113,680	72,000	158%
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	9,510	12,048	20,000	60%
Repairs & Maintenance				
Wetland Maintenance	2,400	30,000	28,800	104%
Preserve Path Maintenance	675	8,100	15,000	54%
Installation - No Trespassing Signs	-	-	5,000	0%
Wild Hog Removal	5,760	23,665	34,000	70%
Cane Toad Removal	3,350	37,240	38,000	98%
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 September 30, 2026

Description	September	Year to Date	Total Annual Budget	% of Budget
Road & Street Facilities				
Professional Management				
Asset Management	15,026	67,479	30,000	225%
Street Lights				
Electric Service				
Electric Service	9,058	106,475	106,000	100%
Repairs & Maintenance				
Sidewalk & Pavement Repairs	-	14,032	25,000	56%
Bridge Repairs	2,334	2,334	12,000	19%
Striping & Pavement Marking	-	3,995	15,000	27%
Street Lights/Directional Signs	950	10,678	15,000	71%
Street Sweeping	-	17,100	35,000	49%
Pressure Washing - Streets	-	-	33,000	0%
Miscellaneous Repairs	-	18,216	10,000	182%
Contingencies	-	1,475	-	0%
Landscaping Services				
Professional Management				
Asset Management	4,284	31,749	25,000	127%
Repairs & Maintenance				
Common Area Maintenance	28,934	347,038	320,819	108%
Tree Trimming	-	57,240	70,000	82%
Landscape Replacements	700	32,344	25,000	129%
Mulch Installation	-	28,840	50,000	58%
Annuals	1,575	17,817	35,000	51%
Landscape Lighting	646	14,397	25,000	58%
Annual Holiday Decorations	-	19,398	14,500	134%
Irrigation System				
Pumps & Wells & Line Distribution System				
Routine Maintenance	-	-	10,000	0%
Well Testing/Meter Reading	-	10,875	20,000	54%
Line Distribution System				
Routine Maintenance	-	-	10,000	0%
Reserves				
Extraordinary Capital/Operations		-	-	0%
Total Expenditures and Other Uses:	\$ 170,280	\$ 1,915,461	\$ 1,871,024	102%
Net Increase/ (Decrease) in Fund Balance	508,714	(26,765)	0	
Fund Balance - Beginning	410,194	945,673	945,673	
Fund - Additions/Expenditures	(678,899)	(678,899)	(678,899)	
Fund Balance - Ending	\$ 240,009	\$ 240,009	\$ 266,775	



Tern Bay Community Development District
Debt Service Fund - Series 2005
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2026

Description	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Interest Income				
Reserve Account	153	1,807	-	0%
Prepayment Account	6	69	-	0%
Revenue Account	(135)	3,623	6,532	55%
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:	\$ 24	\$ 110,517	\$ 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	24	14,421	6,913	
Fund Balance - Beginning	141,008	126,610	126,610	
Fund Balance - Ending	\$ 141,032	\$ 141,032	\$ 133,523	



Tern Bay Community Development District
Debt Service Fund - Series 2022
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2026

Description	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	0%
Interest Income				
Reserve Account	2,631	32,033	-	0%
Revenue Account	2,446	45,185	81,466	55%
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:	\$ 5,077	1,930,073	\$ 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	32,033	-	0%
Total Expenditures and Other Uses:	\$ 2,631	\$1,811,328	\$ 1,779,295	102%
Net Increase/ (Decrease) in Fund Balance	2,446	118,745	108,333	
Fund Balance - Beginning	1,709,849	1,593,549	1,593,549	
Fund Balance - Ending	\$ 1,712,295	\$ 1,712,295	\$ 1,701,882	



Tern Bay Community Development District
Capital Project Fund - Series 2022
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2026

Description	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources				
Carryforward	-	\$ -	\$ -	0%
Interest Income				
Construction Account	5,239	102,234	-	0%
Operating Transfers In (From Other Funds)	2,631	32,033	-	0%
Total Revenue and Other Sources:	\$ 7,870	\$ 134,267	\$ -	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	-	1,190,226	-	0%
Operating Transfers Out (To Other Funds)	-	-	-	0%
Total Expenditures and Other Uses:	\$ -	\$ 2,901,144	\$ -	0%
Net Increase/ (Decrease) in Fund Balance	7,870	(2,766,877)	-	
Fund Balance - Beginning	1,647,403	4,422,150	-	
Fund Balance - Ending	\$ 1,655,273	\$ 1,655,273	\$ -	

Prepared by:

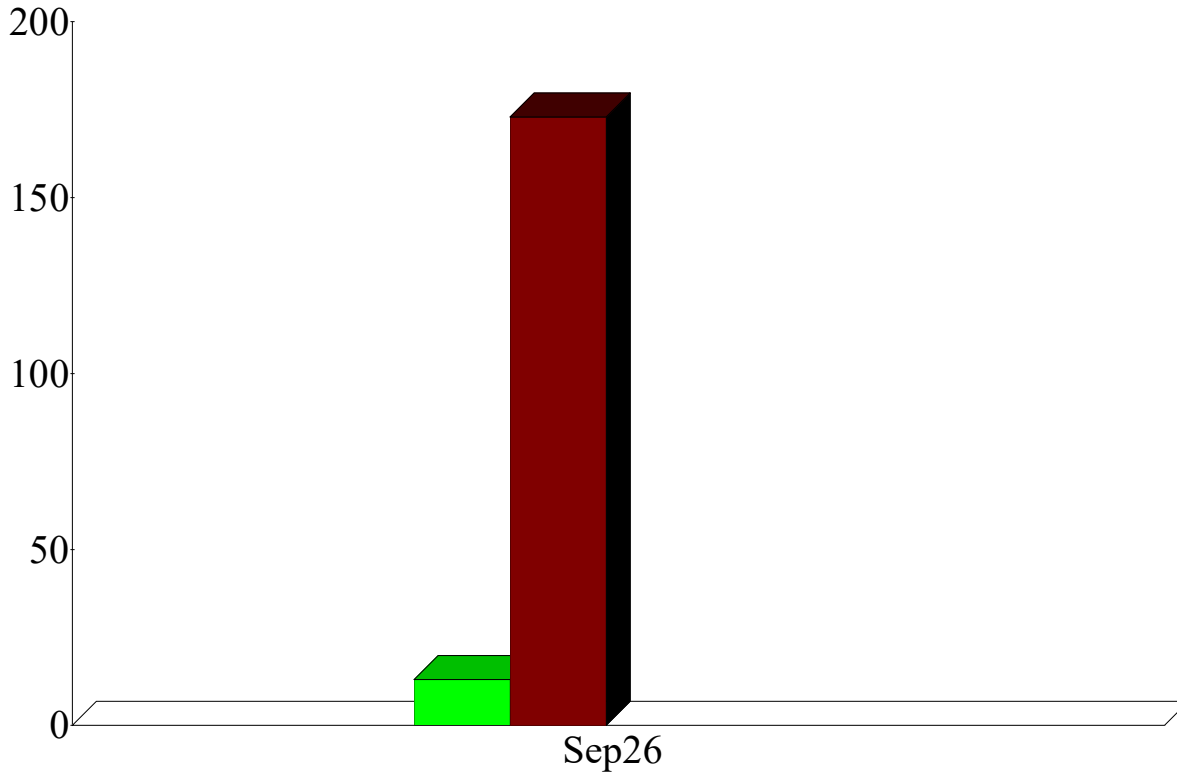


Tern Bay Community Development District

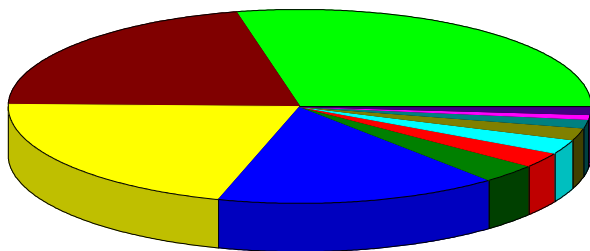
Income and Expense by Month
September 2026

Income
Expense

\$ in 1,000's



Expense Summary September 2026



5290000 · Other Public Safety	28.58%
	21.32
5790000 · Landscaping Services	20.90
	15.83
5140000 · Legal Services	3.31
	2.63
5120000 · Executive	2.41
	2.15
	1.52
5134700 · Printing and Binding	0.89
5110000 · Legislative	0.46
Total	\$172,910.67

By Account