

**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, January 6, 2026 at the Heritage Landing Amenity Center, 14571 Heritage Landing Boulevard, Punta Gorda, Florida 33955. It began at 10:00 a.m. and was presided over by Ms. Tara Brady, Chairperson, and James P. Ward as Secretary.

Present and constituting a quorum:

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

Also present were:

James P. Ward	District Manager
Greg Urbancic	District Counsel
Clay Rebol	District Engineer
Ben Steets	Grau and Associates

Audience:

Mary Longares	w/Heritage Landing Amenity Center
Jeanne Parziale	Donna Briere
Denise Deering	Bryan & Elaine Schumacher
Joe Hellner	Todd Supple
Paul & Lynn Harwood	Jadene Amey
Rod Bradtmueller	Kathy McAleer
David Halahan	P. McOwen
Kathryn Regits	Carol Amundson
Scott Regits	David Marks
Paul DeLuca	Diane Wade
Trish & Rich Callanan	Mike Giese
Judy Desrochers	Dawn & Joe Mastromaino
Douglas Knight	Jenni St. Arnold
Mark Wilson	Thomas Newman
Joan & Roger Hess	Katie Wood
Char Larsen	Ted & Donna Alexovich
Mike Marker	Janette Sorensen
Dave Nelson	Tim McCanley
Joan Savidge	Kristin Lawson
Diane Stewart	Joe Conard
Richard Bandimere	

Residents who participated electronically:

- | | |
|---------------------|------------------------|
| Alden T Pierce, III | Karen Burns |
| Al Kemp | Kathie Graham |
| Al Vespa | KC |
| Amy Sweet | LRA |
| Angie Rausch | Linda & Mark Cucharale |
| Annette | Maureen C |
| Bo puffer | Mary Lump |
| Cindy | Mary White |
| Craig Fioravante | Ovidio Irizarry |
| Dan Richards | Pam |
| Doug H | RK |
| Ellen McCoy | Roger Kovalec |
| Fred | Scott Finley |
| George | Shelly Masker |
| George R Landis Jr. | Thomas Rueve |
| Heather Drews | Thomas Fillenworth |
| Jeffrey Gordon | Tim Barker |
| Joanne Berardi | Tom |
| Joe Karls | Joe Vaske |
| John Katrich | |

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

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

The meeting was called to order at approximately 10:04 a.m.; all Members of the Board were present, constituting a quorum. Chairperson Brady was present via video.

SECOND ORDER OF BUSINESS

Public Comments

Public comments for non-agenda items

Chairperson Brady thanked everyone for attending. She indicated the agenda was in error; the second order of business was public comments for agenda items; non agenda item comments were the eighth order of business. She asked if there were any public comments related to agenda items which included the Minutes, audited financial statements, award of the bid for landscaping and Staff reports. There were none.

THIRD ORDER OF BUSINESS

Consideration of Minutes

December 2, 2025 - Regular Meeting Minutes

Chairperson Brady asked if there were any additions, corrections or deletions to the Minutes.

Mr. Gary Hamilton had a question about the minutes: who owned the lake banks and who was responsible for lake bank repair.

Mr. Ward: It is a little complicated because every CDD was different. Generally, in a water management system the District owned up to "control" which was approximately halfway up the lake bank. Then the District had an easement above "control" to the top of the bank, so it had the ability to maintain the lake bank or do erosion restoration on a lake bank. It's a combination of both. I think in this community you own the top of the lake bank, so you own above control. We don't maintain the lake bank for purposes of mowing the lawn or maintaining the irrigation system. We would maintain it for purposes of erosion restoration if something like that occurs. Then obviously we own the lake itself.

Mr. Hamilton asked how ownership could be verified.

Chairperson Brady indicated as soon as the plat was completed and obtained, ownership would be apparent. She stated ownership was detailed in the plat.

Mr. Ward agreed. He noted once the plat was reported, easements and ownership would be clear.

Ms. Vickey DeLuca asked whether Mr. Clay Rebol gathered information about the coach homes and the multifamily home easements.

Chairperson Brady noted this order of business was to approve the minutes; she asked for the minutes to be approved and then discussion of other topics could continue.

Mr. Ward agreed and noted any subject could be discussed during the Supervisor's request section.

Chairperson Brady explained approval of the minutes was simply agreement that the minutes accurately reflected what was said at the previous meeting whether the statements themselves were correct or incorrect. She called for a motion to approve the minutes.

On MOTION made by Denise Blakely, seconded by Robert Brady, and with all in favor, the December 2, 2025 Regular Meeting Minutes were approved.

FOURTH ORDER OF BUSINESS

Consideration of Audited Financial Statements

Consideration and Acceptance of the Audited Financial Statements for the Fiscal Year 2025

Mr. Ward discussed the audit company, Grau and Associates. He introduced Ben Steets with Grau and Associates who would discuss the audited financial statements for Fiscal Year 2025 starting October 1, 2024 and ending September 30, 2025.

Mr. Ben Steets with Grau and Associates declared the auditor's opinion was clean, which meant Grau and Associates believed the financial statements were fairly presented in accordance with generally accepted accounting principles (GAP). He indicated the Opinion Letter was on pages 1 and 2. He stated pages 3-6 were the Management's Discussion and Analysis providing a summary overview of the year's financial activity. He reported pages 7-12 were basic financial statements including government wide financial statements, fund level financial statements, the fund level balance sheet, and the fund level income statement. He noted page 10 showed a reconciliation of the ending fund balance to the government wide net position which reconciled the equity at the fund level to the government wide level. He noted page 12 reconciled the change in fund balance to the change in net position. He stated pages 13-22 were the notes to the financial statements. He reported notes 1 through 4 were standard for government entities in Florida; note 6 was capital assets (infrastructure improvements); note 7 discussed long term liabilities (bonds). He indicated page 23 was the comparison of the general fund activity for the year to the budget; page 25 contained data elements required by the State of Florida; pages 26-27 contained the auditor's report on internal controls; page 28 was the Florida Statute dealing with investments; and pages 29-30 contained the Management Letter. He stated there were no instances of noncompliance with Florida Statutes and there were no findings. He concluded the District was in compliance and Grau issued a clean opinion.

Mr. Ward indicated the audited financial statements were on the District's website, www.TernBayCDD.org, and could be viewed or printed in pdf format. He noted residents were welcome to call him (Mr. Ward) with any questions about the audited financial statements as well.

On MOTION made by Robert Brady, seconded by Gary Hamilton, and with all in favor, the Audited Financial Statements for the Fiscal Year ended September 30, 2025 were accepted.

FIFTH ORDER OF BUSINESS

Consideration of Bid for Landscaping Services

Consideration of Ranking and Award of Bid for Landscaping Services for the District for the three-year period March 1, 2026 through September 30, 2029 (three (3) year contract) and authorizing the District Manager and District Attorney to finalize an agreement/contract with the highest ranked vendor

Chairperson Brady indicated three companies contacted the CDD, only two of the three companies bid on the project, Sunny Grove and Juniper. She indicated the bids were reviewed by the Asset Management Company and ranked; the ranking was included in the packets. She stated Sunny Grove was the recommended winner with the lowest bid. She indicated the Asset Management Company called all Sunny Grove's references, verified qualifications, and obtained feedback about past work. She stated the bids were attached.

She stated the yearly subtotal for Sunny Grove was \$339,529 dollars and Juniper was \$364,327 dollars. She explained a 3-year contract was being considered with the agreement that Sunny Grove could not increase rates by more than 3% annually after the first three years.

Mr. _____ stated the increase in subsequent years was 3%.

Mr. Ward explained this was a 3-year contract, but the years were all optional; the CDD could choose to renew or not renew in year 2 or 3 and the increase would be 3%, but in year 4 and 5 the increase could be up to 5%.

Ms. Vickey DeLuca asked for clarification of the RFP. She noted the Sunny Grove numbers did not match. She asked how the Asset Manager evaluated the RFPs. She stated it seemed Sunny Grove and Juniper were bidding on two different sets of project numbers.

Mr. Ward: The reality is that Juniper did not price it the way we requested it to be priced in the RFP; they just gave you a lump sum to be divided by 12. I prefer them to be done the way Sunny Grove did, so you basically pay for the service as provided in the month it was provided. Juniper bid \$364,000 dollars for the whole year, but it covers all of the services based on those quantities Sunny Grove bid on. They just didn't price them out separately in this bid. Once bids are opened, they are opened. You could have disqualified Juniper for not pricing according to the RFP if they were the low bidder, but there is no need to do that because you already have a bidder that provided you with a proposal based exactly on the specifications of the RFP.

Ms. DeLuca: My second question is, last month in Richard's landscape maintenance update he referenced that the District had provided this update on the tree assets that the CDD is responsible for and he said he gave this inventory for the landscaping RFP and I don't see any tree trimming in the RFP.

Mr. Ward: They are in 1.06. The quantity is two trims per year.

Ms. DeLuca: So, they are going to trim all of our palm trees for \$1,800 dollars per year?

Mr. Ward: Yeah, when you look at these unit price contracts sometimes they are heavily weighted in one line versus another line. It just depends on how the vendor wants to do it. I look at the totals in relation to the entire bid project.

Ms. DeLuca: The only reason I'm asking this is the golf course has about the same number of trees that we are maintaining and the golf course paid \$20,000 dollars for their trees last month.

Chairperson Brady: I did not think this contract included tree trimming at all.

Ms. DeLuca: I'm talking about everything we have; all of these sable palms are greater than 12 feet.

Mr. Ward: Those are not included. I do apologize.

Ms. DeLuca: So, the tree trimming is not included even though last month we decided that it would be included, which is why we have this inventory.

Mr. Ward: No. I did not say that at the last meeting and if I did I apologize for that. The bids had already gone out. The inventory was done after the bids went out.

Ms. DeLuca: So, then, can you help us? We have a \$300,000 dollar budgeted line item.

Mr. Ward: You are not going to rectify that. You have a \$300,000 dollar budget for landscaping. In your 2027 budget the number is going to be basically \$340,000 dollars, plus the trees, and whatever other minor issues were not included in the original bid. We usually do purchase orders and individual line items for the tree trimming.

Ms. DeLuca: We were all in as homeowner residents for \$425,000 before we broke apart.

Chairperson Brady: That contract did not include tree trimming either.

Ms. DeLuca: So, what is the tree trimming purchase order we created? The mulch looks beautiful Jim. It looks gorgeous. We had pine straw here last month. I'm trying to help us understand as residents. How much is this going up? Where are we at?

Mr. Ward: You had a contract with Sunny Grove prior to the CDD taking over that did everything. It couldn't have been \$425,000 dollars for your entire community. It had to be a number much larger than that. How Sunny Grove divided that number up when we looked at it, it probably was not perfect. They just split the numbers in two for whatever reason. We bid this out to get you the correct actual cost of doing this project for the CDD. I do recall in your HOA contract the number was \$425,000 dollars or \$450,000 dollars or something, but in that contract we found out that it did not include tree trimming. That was in addition to the \$425,000 dollar number. I don't know what else was not in the Sunny Grove contract back then.

Chairperson Brady: I know it did not include cutting the trees over the streets up to 12 feet, so the trash trucks don't hit them. It did not include trimming the trees 7 feet above the sidewalks. It did not include a lot of those things which we would normally have in a contract.

Mr. Ward: Even if you assume your HOA contract was \$425,000 dollars, they were automatically at \$450,000 or so plus whatever else was not in the contract. I'm not disparaging the HOA, but you don't know the details. I think you're not far off from what the HOA contract was between this bid and in terms of what your budget is going to be next year.

Ms. DeLuca: Okay. We issued a purchase order for the tree trimming. Can you tell me what that was? Can you tell me how much the pine straw mulch was last month?

Mr. Ward: The tree trimming was about \$20,000 dollars. I don't remember how much the pine straw was.

Discussion ensued regarding the HOA landscaping contract for \$425,000 dollars and whether it included tree trimming; the CDD taking over the landscaping contract to prevent

cross contamination of types of grass; there being no cross contamination because the CDD was only maintaining the right-of-way and the common area owned by the CDD which was all specialty grass (Bahia); and whether Sunny Grove would install sod when needed.

Mr. Ward indicated sod was not included in the contract, but Sunny Grove installed sod often for one of his other Districts; therefore, he believed Sunny Grove would install sod as needed. He noted the CDD would not have difficulty obtaining sod.

Chairperson Brady indicated the HOA contract was for \$475,00 dollars, a contract from December 2024 that the Master HOA did with Sunny Grove and the common areas were \$475,000 dollars and did not include mulch, tree trimming, or other things. She noted she pulled up the contract the Master HOA had with Sunny Grove and it was \$475,000 dollars not including the amenity center, just the common areas. She noted the contract was on the icon HOA website.

On MOTION made by Tara Brady, seconded by Robert Brady, and with all in favor, the bid was awarded to Sunny Grove, and the District Manager and District Attorney were authorized to finalize an agreement/contract with Sunny Grove.

SIXTH ORDER OF BUSINESS

Staff Reports

I. District Attorney

Mr. Greg Urbancic: The Legislative Session is about to kick off. We will see what transpires in the session. There are a number of bills out there that can affect what we do. There was a bill filed yesterday oddly enough. We will see as they push through. He indicated he would keep the Board updated.

II. District Engineer

Mr. Clay Rebol: The plat is in the County's hands still. They are due to have responses, which should be an approval, back to us on January 16th. We lost a little time over the holidays with Staff being out, so they will be done with the review by January 16th.

Chairperson Brady: Last month we talked about the access roads, which would be Poppy Field in front of those single family homes and then the parking lots and the roads to the Terraces and the Verandahs, that those "access easements" were going to the Master HOA. Have there been conversations with the Master HOA about that?

Mr. Rebol: I talked to Lennar about that and I believe the Master HOA was provided the documentation. I did not see that yet, so I will follow up on that again, but it was my understanding that the Master HOA was provided the documentation for them to take over.

III. District Manager

- a. Important Meeting Dates for Fiscal Year 2026:**
 - **Tuesday, February 3, 2026 - Public Hearing: Rules of Procedure revisions**
 - **Tuesday, February 3, 2026 - Public Hearing: Establishing Fee For Vehicle Registration And Gate Access**
- b. Asset Managers Report - December 2025**
- c. Financial report for the period ending November 30, 2025 (unaudited)**

Mr. Ward asked if Chairperson Brady wished to read through the Asset Manager's Report or just note it was available on the record.

Chairperson Brady: Let's just note the Asset Manager's Report on record because most of that was still from December. There were just a couple updates on there.

Mr. Ward: I'm guessing a lot of people here have questions about the legal ad we published for the rules of procedure. So, if you would like we can do that now.

Chairperson Brady: Basically, we are a government agency. There are certain rules of procedure we have to have in place. Ours haven't been updated since 2008 before Lennar ever took over. There have been changes to laws. That public hearing is just to update the rules of procedure for the CDD to remove things that are no longer relevant due to laws and changes that we had to make. The second one is a public hearing for a fee establishing vehicle registration and gate access. What we discussed at the last meeting was once everybody was in the system, in the middle of March or even later, then any new vehicles being registered at that time, we would charge a fee of \$25 dollars or so. It would kind of be like in prior years when you had to buy additional stickers to go through and you had to pay \$10 dollars. Everybody who was already in the system would not be charged. It would not back-charge anyone, but then after whatever date was picked if you got a new vehicle, or new people came in and wanted to register, it would be \$25 dollars a vehicle. You could still use your ID to gain access without registering.

Ms. DeLuca: Is it only establishing fees for vehicle registration or is it establishing fees so the CDD can bill people? For example, when gate arms are destroyed. Are we fixing it so every time we want to bill somebody for breaking an arm, etc., we have to do a new resolution?

Mr. Ward: We would have to do a new rule for any damage that was done. This is only related to the vehicle registration. I will clarify that if you change your car you will not be charged unless you change your license plate. When you change your license plate it would go into effect and it's really for renters and new homeowners coming into the community as opposed to existing homeowners. Most existing homeowners would not be affected by this. Remember this is a license plate reading system and it's not like you need a new license plate for a new car.

Ms. Denise Blakely: Can we add something to the rule for if someone damages the gate?

Mr. Ward: It's a little early for that. I would suggest getting through the full transition first. We still have about 40% of the community who haven't entered their cars into the Entrance IQ system. We did not want to have a big backup at the gate, so we will not fully transition to the Entrance IQ system until we have more people who are fully activated in the Entrance IQ system. I wanted to get through another season, when everyone gets down here. We will see what happens by March of this year and see how much more we will get in the system and will go from there.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

Chairperson Brady asked if there were any Supervisor's requests or questions.

Ms. Vickey DeLuca asked Jim Ward to share some information about the entrances.

Mr. Ward: So far, we have only had one gate arm which was slightly damaged at the front gate this past week, which was able to be reset immediately without having to call someone to come in and repair it. The new system we put in, like at the back gate, the way you come in, we've closed off one lane, we've added the white things that stick up in the middle. We've tried to change the traffic pattern a little bit to help prevent some of the accidents we were seeing. We made it so you could only get through one car at a time, coming in the back gate and going out the front gate. And so far we have had success with the program. We've only had one minor issue with the front gate which only required a minor reset of the system.

EIGHTH ORDER OF BUSINESS

Public Comments

Chairperson Brady read through homeowner comments made via chat noting the plat would be available to the public as soon as it was approved; all CDD financial data was published on the CDD website for public viewing; the audit report was available on the CDD website; questions about standalone home landscaping and tree trimming should be directed to the Master HOA; the CDD controlled the lakes; MRI Solutions handled lake management for the CDD; the community roads were public roads, not private; the CDD did not have the power to charge for gate damage; the CDD could request reimbursement, but there was no rule enabling the CDD to fine drivers who damaged the gate. She asked if the CDD could go after a driver's insurance if a driver damaged the gate.

Mr. Greg Urbancic responded the CDD had the common law right to go after any individual who damaged CDD property; if a driver damaged the gate, the CDD had the right to pursue the driver and the driver's insurance might kick in at that point.

Chairperson Brady asked if there were any resident questions or comments. She stated as a Board last year the decision was made to not post on Facebook. She noted she had to leave certain Facebook groups because she was too tempted to respond. She stated the Sunshine Law prohibited discussion of Board subjects outside of board meetings, but Mr. Ward was always available to answer residents' questions. She noted Board Members were only permitted to speak with each other about Board matters during public meetings. She asked if there was a date for the bridges.

Mr. Ward responded there was no firm date yet; it would be towards the end of January.

Chairperson Brady asked if the final lift had been put out to bid by Lennar.

Mr. Clay Rebol indicated Lennar's intentions were to have the final lift completed in February, but it might get pushed back a little bit.

Ms. DeLuca stated with the CDD's bridge work and heavy construction vehicles going over the bridge the CDD needed clarity regarding when it would be done because it could impact the CDD's ability to do the bridge work. She noted there needed to be close communication.

Mr. Ward indicated the bridge work would not begin until the final lift was completed; the bridge work could not be done until the road work was finished. He asked Clay Rebol to speak with Lennar and request the road work be completed by the third week of February so the bridge work could be done starting at the end of February.

Chairperson Brady asked if there were any public comments.

Mr. Joe Hellner asked who the permit holder was for the ponds; who worked with the government in regards to the permit for the ponds; could resident volunteers help with the ponds; was there a plan to deal with pond sedimentation; were periodic pond reports submitted as per regulations; what was the plan to restore ponds to the original conditions; and was there a plan to correct lake 5 and restore it to its original state.

Chairperson Brady indicated the CDD should be the permit holder for the ponds; pond reports were done and would be submitted to SWFMD as required. She stated she looked at the permit for lake 5 and the littoral shelf which was the chief complaint was indeed in the original permit. She said the lake was in its original state according to the permit and plans, but the CDD could have the pond surveyed to be sure. She stated there was no pond restoration plan in place at this time. She indicated if the Board wished to have the lakes surveyed it could be done, but there was no current plan to dredge or clean any of the ponds. She stated with the stormwater plan the sediment was removed from the pipes and the pipe ends at the ponds so the water would flow better.

Mr. Rod Bradtmeuller stated the CDD's website was required by law to list each Board Member's email address. He requested the CDD's website be updated immediately to include email addresses for all supervisors. He said he felt this was a troubling lack of transparency and asked for it to be corrected.

Ms. _____ 59:22 asked for a streetlight update.

Chairperson Brady stated she did not have an official email address. She said she believed all communications were to be sent to Jim Ward through his official email. She stated if the Board Members were required to have official email addresses, she would defer to Mr. Urbancic in this, but the CDD would work on email addresses if required.

Mr. Ward: On the website there is a way for you to send an email directly to each board member. They actually come to me and then I forward them. The reason we do that is because the email can then be preserved into the public record if necessary.

Chairperson Brady: And with the Sunshine Law, I don't want someone replying to an email with me on it and violating the Sunshine Law that way either.

Mr. Ward: If you want we can figure out a way to set up separate emails for each of you.

Chairperson Brady: For the streetlights, we have reported it to FPL. If everybody would go onto FPL's website and report the streetlights out, the more people who report it, maybe the faster they will fix it. We have reported them. I know Mary has reported a list. Other people have reported. I go to FPL's website and report them out whenever I see them in the hopes that they get 15 or 20 notifications and they will be more inclined to fix the problem.

Ms. Denise Blakely stated she called FPL yesterday, spoke with a live person, and FPL stated there was a workorder in for the lights.

Ms. Kristin Lawson asked if the twinkly lights would be left up year round.

Chairperson Brady indicated she wanted them to be up year round. She indicated the Board discussed the matter a couple of months ago; the Board was divided and chose to discuss the matter again in February.

Ms. Judy Desrochers noted because she lived on Birchwood and there were no streetlights as you came in she was happy to have the string lights up because they provided some light. She said it would be great if the string lights could remain up year round. She noted several sidewalk pieces lifted on the main pathway and it was a trip hazard. She asked if the CDD was responsible for fixing the sidewalk.

Chairperson Brady responded if the sidewalk trip hazard was on the main Heritage Landing Blvd the CDD was responsible. She asked Ms. Desrochers to specify to Mr. Ward where the trip hazards were located and stated the CDD would do another assessment of the area. She stated the CDD submitted a list of sidewalk hazards which needed repair to Lennar; Lennar fixed a majority of them, but not all. She stated the sidewalk on Birchwood Court would not be the responsibility of the CDD because Birchwood Court was the responsibility of the Master HOA, but the main roads were owned by the CDD.

Ms. Kathy McAleer presented pictures of the 8th hole pond (lake 5) in 2022 before Lennar altered the pond and pictures of the pond now. She stated it was an entirely new pond. She asked if Chairperson Brady had comparison pictures she was referring to.

Chairperson Brady indicated she did not have pictures, she was reviewing the original plans. She noted the CDD could possibly rework the pond, but it would need to be a program for all the ponds. She said the CDD could discuss the matter as a Board at the next meeting.

Mr. Mike Giese requested the CDD put a pedestrian walkway on Black Beauty Drive.

Chairperson Brady stated a crosswalk on Black Beauty Drive would be considered a midblock cross and normally were not done, but the CDD could have the engineer look to see if it was feasible.

Ms. Denise Deering asked, if the road was damaged when the bridge was fixed, who would be responsible.

Mr. Ward responded the bridge vendor would be responsible for any damage to the roadway made during the bridge construction project.

Mr. David Marks asked if the CDD worked with the Master HOA and the Condominium Associations to negotiate landscaping and other contracts. He asked why the CDD approved the landscaping contract without further clarification. He asked for clarification of what the CDD was asking of the Master HOA as it applied to Poppy Field, Sycamore, and other access roads. He asked if the CDD would provide the differences between the old rules and the newly proposed rules. He asked why information was not emailed to the residents in Heritage Bay as opposed to being published in the newspaper. He asked what it would take to make the roads private not public. He asked if the CDD went after Lennar to pay for the repair of the bridges, lakes and anything else Lennar might have damaged.

Chairperson Brady stated the CDD did not work with the Master HOA or condominium associations for a large landscaping contract; the Master HOA and/or condominium associations were welcome to contact Sunny Grove to negotiate contracts. She stated the CDD was not asking anything of the HOAs for Poppy Field, Sycamore, etc. She noted the plat put those roads into the Master HOA's purview, so when there was anything that needed to be fixed on those roads it would be the Master HOA's responsibility. She stated the differences in the rules would be redlined and available. She stated the law required certain information to be published in the newspaper, and the CDD posted information on the website. She stated the CDD, as a government agency, did not maintain email addresses for the community; legally, the only way to individually send information to the residents would be through the mail which was expensive. She stated at the end of this week a recap of this meeting would be sent out via email to the community by Mary. She stated regarding the approval of the landscaping contract, she did not need additional clarification. She noted she was not very enthusiastic because it was landscaping and there were only two bids and "it is what it is," but otherwise it was very clear. She discussed the way the contract was broken up into line items and the benefits of this format. She stated she did not believe the roads could ever be made private because the roads were built with public bonds.

Mr. Greg Urbancic agreed. He stated the CDD was a unit of local government and as such anything owned by the CDD was a public asset. He explained when roads were financed using bonds, as was the case, the roads were legally public roads.

Chairperson Brady stated even after the bonds were paid off the roads would still be public roads because they were owned by the CDD, a public government agency.

Discussion ensued regarding the possibility of selling the roads to the Master HOA once the bonds were paid off which would take 20 to 30 years depending; the bonds needing to be paid in full by every single lot in the community before selling could be considered; and the

sale of the roads needing to be offered publicly and then the Master HOA could bid on the roads, but there was no guarantee the Master HOA would win the bid.

Mr. Marks asked Mr. Ward to provide detailed steps regarding how to make the roads private, so the information could be given to the residents for consideration.

Chairperson Brady stated it would be better to wait until the bonds were closer to being paid off and even then the community would need to be very careful because the roads would have to go to a public bid and some other entity could end up owning the roads. She noted she personally would not be paying off her bonds early.

Mr. Mark Wilson asked why there were only 3 bidders and only 2 bids. He stated he felt there should have been many more bidders. He said many homeowners were very disappointed in Sunny Grove's performance. He discussed the various problems in the community which should have been handled by Sunny Grove.

Chairperson Brady stated there were not many companies who could handle a community the size of Heritage Bay; the 3 companies who bid were the 3 biggest companies in the area. She noted the one who backed out had work on the other side of the county and did not want to have to move his equipment back and forth just to clean the equipment before mowing Heritage Bay as would be required.

Ms. Leslie Callanan stated she understood minutes were required to reflect exactly what was said during meetings. She asked what happened if what was said during a meeting was incorrect; would the incorrect information be corrected and if so, how long would it take to be corrected.

Chairperson Brady stated if the minutes had incorrect information, it would be corrected and posted as soon as possible, and the minutes would indicate that it was corrected.

Mr. ____ 1:23:57: asked what the future plans were to improve the path on hole 11 going towards the lake and perhaps making it good for kayaks.

Chairperson Brady stated there would be a discussion regarding this matter in a couple of months. She noted there were suggestions to build a dock, but this was something the Board would need to discuss with each other and with the residents to see what everyone wanted to do. She stated the CDD had no plans to do anything other than keep the path open and clear.

Mr. ____ stated the path was open but difficult to navigate; it was impossible to get a kayak back there.

Chairperson Brady noted it was as accessible as possible right now.

Discussion ensued regarding the pathway and whether it was accessible.

Ms. Lynn Harwood asked for clarification on David's question about why the CDD was not going after Lennar. She noted Lennar did no maintenance on the bridges.

Chairperson Brady explained Lennar did not own the bridges and the CDD had no legal standing to go after Lennar for the bridges. She stated Lennar did provide \$25,000 dollars for the cleanout of the storm drains because she was able to say construction vehicles dropped sand and the streets were not cleaned correctly which contributed to the storm drains filling up.

Mr. Ward noted the bridges were built before Lennar came in and the CDD owned the bridges. He stated structurally the bridges were in good condition, but the wood needed replacement as it was 25 years old and at the end of its useful life.

Mr. ____ asked if it would be better to do the bridge construction at the end of May when it was less busy in the community.

Mr. Ward stated this could be discussed.

Mr. ____ asked if the Master HOA could turn its roads over to the CDD and if this was done how much money would the CDD turn over to the Master HOA since he was paying the CDD for these roads currently. He asked if water and sewer belonged to the Master HOA.

Chairperson Brady stated water and sewer belonged to Charlotte County Utilities; the parking easements/access roadways belonged to the Master HOA; currently the residents were not paying the CDD anything for the parking easements/access roadways (Poppy Field, Sycamore, etc.). She stated the assessments the CDD was collecting for the roads were specifically for the main roads owned by the CDD, not the access roads. She stated the CDD would not be able to take the access roads due to the fact that the residents had assigned parking places in the Terraces; if the CDD took over the roads the parking places would become public and could not be assigned.

Discussion ensued regarding the Master HOA being responsible for the access roads (Poppy Field, Sycamore, etc.); those roads being private roadways owned by the community not the CDD; the CDD not collecting any funds for the private roadways; the Master HOA being responsible for how and when the private roadways were repaired; whether the Master HOA could or would give the roads to the CDD.

Mr. ____ 1:34:23 asked if the single family streets were public or private, owned by the CDD or the HOA.

Mr. Ward responded the single-family home roads were owned by the CDD.

Mr. ____ stated he was paying for improvement of the single-family home roads through the CDD but not his road, Black Beauty, as it was owned by the HOA, and he felt this was unfair.

Mr. Ward stated Black Beauty would be improved through the HOA and the whole community would be paying for that through the HOA; it was essentially all being paid for by all just through different entities. He discussed other communities who handled the situation differently and noted it was up to how the developer designed and assigned the roadways. (indecipherable)

Discussion ensued regarding the roadways; improvements of the roads; asking the Master HOA questions about road maintenance; and asking Lennar to pay for bridge repairs.

Mr. David Marks stated he believed Lennar should be held responsible for bridge repairs because Lennar did not do any type of bridge maintenance during the time that it controlled the community. He said he believed the community could hold Lennar accountable for multiple reasons. He asked if this could be done.

Mr. Greg Urbancic stated this was a difficult question to answer on the spot; things to consider included the specific asset, when the CDD took ownership, what was the particular issue, potential responsibilities; it was impossible to provide an off the cuff answer. He said the District would have to develop a legal theory as to Lennar's potential responsibility for something Lennar never owned. He said if the Board wished to attempt to do so, it could, but there was a question of whether it was a waste of money. He noted there were many factors to consider before choosing to go down that road.

Mr. David Marks asked for the CDD to take the time to consider all the variables and for Mr. Urbancic to come up with an answer because the bridges cost a lot of money for the entire community.

Ms. _____ stated she felt Sunny Grove had a stranglehold on the community and had grown complacent. She said the CDD needed to hold Sunny Grove accountable and pressure Sunny Grove to do a better job. She stated perhaps the second bid would have been more competitive if it had been presented properly. She stated her backyard was a mess because Sunny Grove was not doing the work it was supposed to do. She worried the community would deteriorate with Sunny Grove. She said she felt Sunny Grove was given unearned favoritism.

Mr. Ward stated he was not a Sunny Grove fan for a lot of reasons, but that being said, the other vendors were no better than Sunny Grove in his experience. He said he understood Sunny Grove would require oversight to make sure they were performing up to standard. He stated Heritage Bay, through the CDD, now had an Asset Manager on site who would stay on top of all the community vendors, Sunny Grove included.

Ms. _____ asked why the CDD did not require the second bidder to correct the bid to match the bid requirements. She said the second bidder might have been the better choice; the second bidder seemed to offer more services even though they were charging more money.

Mr. Ward stated the CDD had very short provisions in the contract which, if Sunny Grove did not perform to standard, Sunny Grove could easily be terminated, and a new company could be contracted. He said he had no problem coming to the Board and recommending termination of a vendor who was not performing.

Ms. DeLuca stated the CDD needed to add a new field for common ground so residents could report downed trees and such to Sunny Grove. She recommended obtaining monthly reports from Sunny Grove regarding what was accomplished.

Mr. Ward stated Sunny Grove should not interface directly with the residents. He recommended residents contact himself (Jim Ward), or the Asset Manager with concerns and he or the Asset Manager would reach out to Sunny Grove and make sure Sunny Grove took care of things.

Discussion ensued regarding the poor performance of Sunny Grove in the past.

Ms. _____ asked what provisions were in the contract with Sunny Grove to ensure the CDD was not paying for services not rendered.

Mr. Ward discussed the provisions within the contract which ensured Sunny Grove performed to standard or the contract would be severed.

Discussion continued regarding Sunny Grove’s performance and the need for checks and balances; who was responsible for repair of the broken utility boxes and lids along Heritage Landing; Sunny Grove driving over these boxes and covers causing damage.

Mr. Ward explained the repair of broken utility boxes depended upon who owned the utility; the different utility companies were responsible for their own equipment. He stated he would speak with Sunny Grove about the mowers causing damage.

Ms. _____ asked who was responsible for the large LP gas containers in the community. She asked how many homes were owner-occupied and how many were investor owned.

Mr. Ward stated he did not know who owned the large gas containers nor did he know how many homes were owner-occupied versus investor owned. He suggested asking the Master HOA both questions.

NINTH ORDER OF BUSINESS

Adjournment

Ms. Brady adjourned the meeting at approximately 12:01 p.m.

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

Tern Bay Community Development District

James P. Ward

James P. Ward, Secretary

Tara Brady

[Tara Brady \(Feb 3, 2026 13:54:49 EST\)](#)
Tara Brady, Chairperson

TB - Minutes 1/6/2026

Final Audit Report

2026-02-10

Created:	2026-02-03
By:	Trisha O'Brien (trishaobrien@jpwardassociates.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI7Nd3_aZwS0dFgJsbQMP0b7FOvIJkJKVK

"TB - Minutes 1/6/2026" History

-  Document created by Trisha O'Brien (trishaobrien@jpwardassociates.com)
2026-02-03 - 5:58:08 PM GMT
-  Document emailed to Tara Brady (taralynne1973@comcast.net) for signature
2026-02-03 - 5:58:13 PM GMT
-  Document emailed to James P. Ward (jimward@jpwardassociates.com) for signature
2026-02-03 - 5:58:13 PM GMT
-  Email viewed by James P. Ward (jimward@jpwardassociates.com)
2026-02-03 - 5:58:51 PM GMT
-  Email viewed by Tara Brady (taralynne1973@comcast.net)
2026-02-03 - 6:54:21 PM GMT
-  Document e-signed by Tara Brady (taralynne1973@comcast.net)
Signature Date: 2026-02-03 - 6:54:49 PM GMT - Time Source: server
-  Email viewed by James P. Ward (jimward@jpwardassociates.com)
2026-02-10 - 6:03:42 PM GMT
-  Document e-signed by James P. Ward (jimward@jpwardassociates.com)
Signature Date: 2026-02-10 - 6:09:06 PM GMT - Time Source: server
-  Agreement completed.
2026-02-10 - 6:09:06 PM GMT