

**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 Friday, June 6, 2025, at 10:00 A.M. at the Heritage Landing Golf & Country Club, Clubhouse, 14601 Heritage Landing Boulevard, Punta Gorda, Florida 33955.

**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

**Audience:**

Ellen McCoy	Mike and Debbie Gillian
Gale Fenstermacher	Kathi Burke
Al Vespa	Steve Hass
Larry Spratto	Jim Trich
Gary Hamilton	Dave Blakely
Jason Staffan	Claudia Meyers
Paulette and Jim McEwen	Michael E. R.
Rhonda Van Arsdale	Mike and Linda Maher
Brian Quinn	Jill Auger
David Nelson	Janet Curley
Lynne Stockinzen	Dan and Kathy Richards
Frank Petrosino	Anthony Kiernan
Rod Bradtmueller	Nancy Frye
Michelle and Doug Knight	Anthony Benedetto
Peter Morris	Jeffrey Gordan
Sylvia Schmaker	Jen Psyche
Rich Gase	Rick Mills
Andriana Velez Poisson	Ms. McCauley
Annette	Char
EP	

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 THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS  
WERE TRANSCRIBED IN *ITALICS*.**

**FIRST ORDER OF BUSINESS****Call to Order/Roll Call**

Chairperson Tara Brady called the meeting to order at approximately 10:00 a.m. She welcomed the members of the public in attendance. She reviewed what a CDD (Community Development District) was explaining the CDD was a governmental agency which owned the public infrastructure within the District and CDD fees to maintain this public infrastructure were collected via the annual tax bill. She noted until recently the CDD was a Lennar run Board, but it was now run by neighborhood property owners who were elected to the Board by the public. She discussed when members of the public would be given opportunities to speak during the meeting.

**SECOND ORDER OF BUSINESS****Notice of Advertisement****Notice of Advertisement of Public Hearings and Regular Meetings****THIRD ORDER OF BUSINESS****DISCUSSION**

**Discussion of Candidate(s) for the vacancy in Seat Two (2) due to the resignation of Mr. David Truxton, [effective February 10, 2025] and whose term is set to expire November 2026**

- I. Appointment of individual to fill Seat 2**
- II. Oath of Office**
- III. Guide to the Sunshine Law and Code of Ethics for Public Employees**
- IV. Sample of E-filed Form 1 – Statement of Financial Interests; (changes to filing requirements)**

Mr. Ward reported there were two candidates, Paul McPherson and Gary Hamilton, who submitted applications. He explained the Board could fill the vacancy by a simple majority vote. He asked the Board to discuss the matter and appoint a candidate to fill the position.

Chairperson Brady asked if Mr. McPherson was present; Mr. McPherson was not present. She noted Mr. Gary Hamilton was present. She asked Mr. Hamilton to speak.

Mr. Hamilton introduced himself as a resident of Tern Bay. He discussed his previous experience on HOA Boards. He discussed his interest in serving on the CDD Board. He discussed his job experience and why his experience would help serve the CDD.

Ms. Denise Blakely asked if there would be any conflict given Mr. Hamilton served currently on a Turnover Master HOA Committee.

*Mr. Ward: Legally there is no conflict with him serving on both committees; the conflict would occur if he did something as a member of the HOA Committee or the HOA Association and wanted to interact with the CDD Board Members outside of an open meeting. That would create a conflict. But as a matter of law it doesn't exist unless there is a violation of the Sunshine Law.*

Discussion ensued regarding the HOA Turnover Committee being an informal committee at this time.

Mr. Hamilton indicated after the turnover was complete, after August 29<sup>th</sup>, he would turn his focus to the CDD and would no longer serve on the HOA Turnover Committee.

**On MOTION made by Tara Brady, seconded by Denise Blakely, and with all in favor, Gary Hamilton was appointed to fill Seat 2 with a term set to expire November 2026.**

Mr. Ward, as a notary public, administered the Oath of Office to Gary Hamilton. He asked Mr. Hamilton to sign the Oath of Office and return it for notarization and inclusion in the record. He reviewed the Sunshine Law which indicated no two members of the Board could discuss any CDD business outside of a public meeting in any way or manner. He discussed violations of the Sunshine Law noting the District's liability insurance would not cover violations of the Sunshine Law which were considered personal ethics violations. He asked for all questions to be directed to himself (Mr. Ward) or the District Attorney (Greg Urbancic). He discussed the ethics training requirements. He indicated Mr. Hamilton would be required to submit a Form 1 Statement of Financial Interest within 30 days on the ethics website. He stated he would send links to Mr. Hamilton for the ethics website and for free ethics training classes.

#### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2025-7**

#### **Consideration of Resolution 2025-7, a Resolution Re-Designating the Officers of the Tern Bay Community Development District**

Mr. Ward asked if the Board would like to reorganize the officers of the Board or simply add Mr. Hamilton as an Assistant Secretary.

The Board chose to add Mr. Hamilton as an Assistant Secretary and keep the remaining Officers of the Board the same.

**On MOTION made by Tara Brady, seconded by Denise Blakely, and with all in favor, Resolution 2025-7 was adopted, and the Chair was authorized to sign.**

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Minutes**

#### **May 6, 2025 – Regular Meeting Minutes**

Mr. Ward asked if there were any corrections or deletions to the Minutes; hearing none, he called for a motion.

**On MOTION made by Robert Brady, seconded by Tara Brady, and with all in favor, the May 6, 2025 Regular Meeting Minutes were approved.**

**SIXTH ORDER OF BUSINESS****PUBLIC HEARINGS**

Mr. Ward explained the Public Hearing process noting there were two public hearings, the first related to the Budget itself.

**a) FISCAL YEAR 2026 BUDGET****I. Public Comment and Testimony**

Chairperson Brady opened the Public Hearing and asked if there were any public comments. She stated the draft budget was available online. She noted discussions were held at previous meetings regarding adding items to the budget, and taking over maintenance from the HOA for the CDD owned amenities including ponds, roads, signs, etc. She indicated she was not in favor of taking over the landscaping and felt it was more appropriate for the HOA to continue with landscape maintenance. She asked if there were any questions related to the budget.

Mr. Anthony Ridgeport asked about landscaping maintenance.

Chairperson Brady stated there was \$450,000 dollars in the 2026 budget for landscaping. She indicated if the Board chose to work toward forming an agreement with the HOA regarding landscape maintenance, then a discussion would be held regarding removing the \$450,000 dollars from the budget based on legal recommendations. She noted if the CDD was unable to obtain an agreement with the HOA, then the CDD would be held responsible for landscaping maintenance; therefore, she recommended leaving landscaping maintenance in the budget.

Mr. Anthony Ridgeport said he thought there was an agreement with the HOA.

Chairperson Brady explained there was no legal landscape maintenance agreement between the HOA and the CDD. She stated the CDD intended to obtain a legal landscape maintenance agreement with the HOA.

Mr. Anthony Ridgeport stated he felt the security service which drove around the community (\$240,000 dollars) was too expensive and the hog service (\$80,000 dollars) was too expensive. He asked what would happen next year when the hogs were gone; would the CDD still include \$80,000 dollars in the budget for hog removal.

Mr. Brian Quinn asked why the CDD was expanding outside its purview to cover landscaping and security and so forth. He stated he thought the CDD was only supposed to maintain the sewers, streets, curbs, etc.; security and landscaping were HOA purviews.

Chairperson Brady stated she would record these questions and answers would be forthcoming at the end of the discussion.

Mr. \_\_\_\_\_ 26:53 said he agreed with Mr. Quinn. He said his subdivision did not have a (indecipherable) problem and the funds could be better spent elsewhere.

Ms. Janet Curley said once these items were moved from the CDD to the Master HOA, Master HOA fees would go up. She said she would rather pay the fees annually through the CDD than quarterly through the Master HOA.

Mr. Anthony Ridgeport indicated the maintenance assessment for the CDD was going up. He noted last year residents only had to pay \$377 dollars, but the new budget would increase this assessment to \$960 dollars for the year. He stated this increase was due to items being moved from the Master HOA to the CDD, such as landscaping.

Chairperson Brady asked if there were any questions from audience members online or on the phone; there were none. She closed the public hearing. She stated the CDD Board would discuss the landscaping and security costs. She noted she also did not want to pay \$250,000 dollars for security to drive around if they were not effective; she would rather work out an agreement with the Sheriff's Department to regularly patrol the neighborhood. She stated to answer the question "why is the CDD expanding outside its purview," it was not; the CDD was responsible for the assets it owned which included the roads, the right-of-way, the sidewalks, the ponds, the pipes, etc.; landscaping and security were within the CDD's purview. She noted the CDD did not own the sewers. She said everything the CDD was considering taking over, it was legally responsible to maintain. She indicated in the past the CDD and HOA were both run by Lennar, and Lennar just let the HOA take care of maintenance because it was easier for Lennar, but it was legally the responsibility of the CDD. She stated the CDD would work with the HOA to come up with maintenance agreements to ensure things were being maintained to the CDD's standards. She stated she wished the hogs could all be removed in 2025 permanently, but this would not happen; hogs would be a recurrent problem which would need to be addressed annually. She noted each of these issues would be discussed in more detail momentarily.

Ms. Vickey DeLuca said the Declaration Pages, on the Heritage Landing site, which was distributed to all property owners upon purchase, Section 12, starting on page 33, clearly articulated what the CDD was responsible for both in terms of Capital Assessments, as well as Operations and Maintenance.

Chairperson Brady stated in addition to the documents Ms. DeLuca referenced, the CDD's website also had information regarding what the CDD was responsible for statutorily. She noted CDD rules were more stringent than HOA rules in terms of what could be spent on what; CDD members were not permitted to speak with each other outside of meetings regarding CDD business; and financial disclosures were required for each board member.

## **II. Board Comment**

Chairperson Brady began the Board discussion of the 2026 budget. She stated the board of supervisor's fees were not correct; with a board of five members the supervisor's fees needed to be increased. She stated supervisors were paid \$200 dollars per meeting per statute; therefore, the fees needed to be \$12,000 dollars for the year. She reviewed the line items of the budget: professional staff \$50,000 dollars, accounting, legal advertising \$1,500 dollars, SEC reporting, bank

fees, agenda and miscellaneous mailings, general liability insurance \$36,250 dollars, board meeting room rental \$250 dollars, agenda books and copies \$300 dollars, website maintenance \$2,400 dollars, district attorney \$6,000 dollars, and district engineer \$15,000 dollars. She asked Ms. DeLuca to speak regarding security guard services.

Ms. Vickey DeLuca stated the total amount Lennar was paying for guard services was \$425,000 dollars a year, so the minimum amount needed for the budget would be \$425,000 dollars to cover current services; this included the roving patrol.

Chairperson Brady stated if the roving patrol was \$240,000 dollars, and the roving patrol was discontinued, then \$240,000 dollars could be removed from the \$425,000 dollars.

Ms. DeLuca stated she would leave the full \$425,000 dollars in the budget; \$240,000 could be removed later.

Chairperson Brady continued to review line items: guard services \$425,000 dollars, utilities \$2,400 for guardhouse electric, \$6,000 for guardhouse janitorial. She recommended lowering janitorial fees for the guardhouse to \$1,000 dollars.

The Board agreed to lower the amount to \$1,000 dollars but recommended asking the guards in the guardhouse to handle keeping the guardhouse clean.

Mr. Ward indicated this could be negotiated with the security company when the contract was renegotiated but agreed to leave \$1,000 dollars in the budget for janitorial services.

Chairperson Brady continued: janitorial fees \$1,000 dollars, gate maintenance and repair \$6,500 dollars.

Ms. DeLuca stated gate maintenance and repair should be at least \$15,000 dollars.

Chairperson Brady noted it was important to charge drivers who damaged the gates for the gate repair costs. She continued: gate maintenance and repair \$15,000 dollars; stormwater management services: preserve area \$10,000 dollars, removal of downed trees \$10,000 dollars, canoe launch path maintenance \$5,000 dollars, installation of signs \$15,000 dollars, lake bank and littoral shelf maintenance \$75,000 dollars, drainage structures, catch basins, and outfalls maintenance \$50,000 dollars.

Discussion ensued regarding the maintenance of the drainage structures, cleaning of the pipes which led from the roads to the lakes, how storms caused silt buildup, etc.

Chairperson Brady asked about the fountain and aeration installation.

Mr. Ward indicated at the last meeting it was discussed and decided that \$75,000 dollars would be added to the budget for fountain and aeration installation.

Chairperson Brady continued: fountain and aeration installation \$75,000 dollars, asset operations maintenance \$10,000 dollars, streetlight rental \$6,000 dollars, electric for streetlights \$95,000 dollars, streetlights and directional signs maintenance \$7,500 dollars, street sweeping \$5,000

dollars, annual decorations \$12,000 dollars, miscellaneous \$5,000 dollars, and south entrance lighting improvements \$15,000 dollars.

Discussion ensued regarding streetlight maintenance; FPL technically being responsible for streetlight maintenance but not doing a good job; changing the line item to say directional sign maintenance as opposed to streetlight and directional sign maintenance; and adding \$2,500 dollars for sidewalk repairs.

Chairperson Brady continued: sidewalk repairs \$2,500 dollars.

Ms. DeLuca noted she reported at the last meeting that 17 of the 100 streetlights were out, and she worked with Mary to get this reported to FPL. She indicated residents could reach out to herself or Mary regarding streetlights which were out, and she would report these to FPL. She asked if Lennar would repair or replace the directional signs which were damaged or were missing since the last hurricane.

Chairperson Brady stated if the signs were located in the first half of the development, then the signs were not Lennar's responsibility; if the signs were located in the second half of the development, then Lennar was responsible. She indicated she was going to drive around with the engineer in two weeks to make a note of everything Lennar needed to fix before turnover.

Ms. DeLuca asked Chairperson Brady to closely examine Heritage Landing Blvd when she did the inspection; crosswalks signs were down along this road.

Chairperson Brady continued: landscaping services \$465,000 dollars. She stated the Board was in agreement to work toward a maintenance agreement with the Master HOA for landscaping services; however, she was not comfortable removing this from the budget without a maintenance agreement in hand. She noted if a maintenance agreement could not be signed then the CDD would be responsible for landscaping services. She reported the CDD had been trying to get a maintenance agreement with the Master HOA for years, and the Master HOA has consistently refused.

Mr. Ward stated the CDD was in the process of developing an agreement with the USDA which did hog trapping for Charlotte County. He said it was felt to be appropriate to have one unified agreement between the District and the USDA. He indicated he believed the cost would be well below \$80,000 dollars and would be closer to \$30,000 dollars as the USDA had a fixed fee structure for hog removal. He stated this would be done in the next 60 days.

Chairperson Brady stated she would be comfortable lowering the hog removal from \$80,000 dollars to \$50,000 dollars.

The Board agreed.

*Mr. Ward: Your assessment rate is \$950 dollars based on the original budget. With the changes to the budget so far, there is \$271,000 dollars more in the budget, excluding the capital reserves. What I would suggest we do is make the changes to the budget and lower the extraordinary capital operations down to a number which would keep the assessment rate at \$950 dollars. So, the extraordinary capital operations would go from the current \$407,000 dollars down to around*

*\$270,000 dollars. I will adjust the extraordinary operations to the exact number it needs to be in order to keep the assessment rate at \$950 dollars.*

Chairperson Brady said she wanted the assessment rate to be lower than \$950 dollars if possible.

*Mr. Ward: What's going to happen is, during the year things are going to change. These numbers are not perfect, so whatever we have in the capital operations, if we have to add something next year, that's where it's going to come from, and we will just have to amend the budget at that point.*

Chairperson Brady noted \$465,000 dollars for landscaping was the total landscaping cost which included all of the HOA properties. She stated there were 1,562 properties; therefore, if the budget were lowered \$156,200 dollars, then assessment rates would go down \$100 dollars for each property owner. She asked how the Board would feel if the landscaping line item was lowered from \$465,000 dollars to \$300,000 dollars. She noted she was still hoping a landscaping agreement could be reached with the Master HOA.

Ms. DeLuca noted she did not feel the whole \$465,000 dollars needed to be budgeted if the CDD would not be maintaining all of the landscaping in the community regardless of whether or not an agreement could be reached with the Master HOA. She agreed the Master HOA would still be taking care of some of the property regardless and she was hopeful an agreement could be reached as well.

The Board discussed the matter and agreed to lower the landscaping maintenance costs.

Mr. Ward discussed the difficulty in determining exactly how much the cost needed to be lowered due to the inability to predict how many residents would pay early and receive a discounted rate.

Chairperson Brady explained residents could obtain a discounted rate for assessments if assessments were paid in full in November, and this needed to be considered when building a budget. She noted if the assessment rate could be reduced to \$800 dollars it would mean a \$423 dollar assessment rate increase for the year. She said she would like to see the assessment rate at no more than \$800 dollars. She suggested reducing the landscaping maintenance to \$300,000 dollars, and then lowering the extraordinary capital expense to whatever amount was necessary to make the assessment rate \$800 dollars per unit. She said she felt this would be enough to begin doing good things for the community.

Mr. Ward stated an \$800 dollar assessment would make the budget \$1,239,600 dollars. He indicated he would make the necessary adjustments to accommodate all the changes agreed upon by the Board and to ensure the assessment rate was \$800 dollars.

### **III. Consideration of Resolution 2025-8, a resolution of the Board of Supervisors adopting the Annual Appropriation and Budget for Fiscal Year 2026**

Mr. Ward called for a motion to approve the budget beginning October 1, 2025 and ending September 30, 2026.



**On MOTION made by Tara Brady, seconded by Denise Blakely, and with all in favor, Resolution 2025-8 was adopted, and the Chair was authorized to sign.**

**b) FISCAL YEAR 2026 IMPOSING SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE**

Chairperson Brady indicated this public hearing was for the capital portion of the budget.

**I. Public Comment and Testimony**

Chairperson Brady opened the public hearing.

Audio was lost at 1:07:00 and regained at 1:10:30.

**II. Board Comment**

**III. Consideration of Resolution 2025-9, a resolution of the Board of Supervisors imposing special assessments, certifying an assessment roll, providing a severability clause; providing for conflict and providing an effective date**

Chairperson Brady made the motion.

**On MOTION made by Tara Brady, seconded by Vickey DeLuca, and with all in favor, Resolution 2025-9 was adopted, and the Chair was authorized to sign.**

**IV. Consideration of Resolution 2025-10, a Resolution of the Board of Supervisors of the Tern Bay Community Development District establishing an Operation and Maintenance Assessment CAP for notice purposes only**

Mr. Ward explained Resolution 2025-10 would establish a cap rate of \$960 dollars. He explained if the assessment rate ever went over \$960 dollars, then mailed notice to the residents would be required.

**On MOTION made by Tara Brady, seconded by Gary Hamilton, and with all in favor, Resolution 2025-10 was adopted, and the Chair was authorized to sign.**

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-11**

**Consideration of Resolution 2025-11, a resolution of the Board of Supervisors designating dates, time, and location for regular meetings of the Board of Supervisors for Fiscal Year 2026**

Mr. Ward noted the meeting dates would be the first Tuesday of each month at 10:00 a.m. at the Heritage Landing Golf & Country Club, Clubhouse, 14601 Heritage Landing Boulevard, Punta Gorda, Florida 33955. He noted the Resolution allowed the CDD to advertise all meetings once in September, it did not bind the Board to the use of these dates, it simply set the dates, time, and location; the dates, time or location could be changed and readvertised at the discretion of the Board. He asked if there were any questions; hearing none, he called for a motion.

**On MOTION made by Tara Brady, seconded by Gary Hamilton, and with all in favor, Resolution 2025-11 was adopted, and the Chair was authorized to sign.**

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **I. District Attorney**

Mr. Greg Urbancic noted Mr. Hamilton was welcome to reach out with any questions he had. He indicated he continued to monitor the legislative session. He noted the material bills had died and he did not believe much would pass which would impact CDDs. He reminded the Board to complete the ethics training before the end of the calendar year.

#### **II. District Engineer**

No report.

#### **III. District Manager**

- a. Wooden Bridge Maintenance – March 31, 2025 – May 14, 2025**
- b. Supervisor of Elections Qualified Elector Report as of April 15, 2025**
- c. Special District Reporting: Goals and Objectives for Fiscal Year 2026**
- d. Important Board Meeting Dates for Balance of Fiscal Year 2025**
  - 1. June/July – Look for Commission on ethics email (Form 1 Financial Disclosure)**
- e. Financial Statement for period ending April 30, 2025 (unaudited)**

*Mr. Ward: There is a requirement under statute that the Supervisor of Elections report to you the annual number of registered voters within the District. As of April 15, of this year, you have 761 registered voters. It's in the original statute because it provides for the method in which you transition from landowner election to qualified elector. You have already finished this transition. No action is required by the Board at this time. I provide this as a matter of record and will continue to do so annually. The other thing I have for you is last year, statute was amended requiring CDDs to adopt goals and objectives. There is no reporting outside of posting the goals and objectives on the District's website. Those are included in your agenda. They are very simple goals and objectives such as, do you have your board meetings, do you do your audits, do you keep your website up and running, etc. You can change these on a going forward basis. He discussed the goals and objectives, noting the portion of statute pertaining to this requirement would continue to be monitored in the hopes that it would be removed as a requirement. He indicated no action was required of the Board at this time in this regard. He stated regarding the wooden*

bridge the vendor had an issue with staffing and lost the senior manager in charge of the job. He stated he was working with the vendor to reestablish the bridge maintenance program.

Ms. DeLuca asked how far along the bridge repairs were.

Mr. Ward reported very little of the repairs were done. He indicated none of the damaged wood planks were removed, and very little of the purchase order was completed. He stated basically the whole job needed to be done.

Mr. Hamilton asked if there was any penalty to the vendor for the delay. He noted the project had been ongoing for months and nothing was done.

Mr. Ward stated the CDD was not paying the vendor at this point and the vendor would not be paid until the services were completed, inspected, and up to standard. He reminded the Board Form 1 filings were due July 2025. He encouraged the Board to log into the ethics website and file Form 1. He reminded the Board to complete the four hours of ethics training this year for the Form 1 filing in 2026.

## **NINTH ORDER OF BUSINESS**

### **Supervisor's Requests**

- I. Supervisor Tara Brady:**
  - a. Boar Removal Update**
  - b. Golf Board Ball Retrieval**
- II. Supervisor DeLuca:**
  - a. Gatehouse Operations**

Mr. Ward stated last month he reported about 25 hogs were caught and removed; 4 or 5 more hogs were caught and removed this month. He said he was aware there was a hog problem area near the golf course and the traps had been moved to the problem area. He noted the traps were baited, upon entry the traps closed, the trapper was notified immediately and would remove the captured hogs from the area.

Chairperson Brady indicated the Golf Board was forwarded an agreement holding the CDD harmless if someone was hurt retrieving golf balls and ensuring the contractor who removed the golf balls had insurance. She noted if this was signed then the Golf Board would move forward with golf ball retrieval; the golf course made \$7,000 dollars last year on golf ball retrieval.

Ms. DeLuca reported she was working with Jim Ward regarding the turnover of gatehouse access to the CDD. She said she spoke with the security director at Bonita Bay, as well as a Board Member at Burnt Store Marina who handled security and had the same security firm for 15 years, in an effort to gain insight regarding what top communities of similar size and needs to Tern Bay did in terms of security. She discussed gate guards, security software including cloud based software, and gate maintenance. She stated she and Mr. Ward were obtaining demos of the cloud based software next week. She thanked Tim and Mary for their assistance and input. She stated Mr. Ward was developing an RFP for security companies and the CDD would hopefully take over security in the fall.

Chairperson Brady asked for the software demo to be presented at a workshop meeting, so the whole Board could be involved.

Mr. Ward stated the Board Members could see the demo if they brought their laptops to the meeting and if the vendor could sign into Webex to present the demo. He noted he was unsure if this would be a possibility but would try to set it up.

Chairperson Brady thanked Ms. Vickey DeLuca for her efforts. She stated she felt it was important for all the Board Members to see the demo if possible.

Ms. DeLuca stated she was more than happy for the Board to see the demo if possible.

Mr. Ward stated he would work to schedule the demos and set up a workshop meeting to review the demos with the Board.

Chairperson Brady asked if the demos could just be recorded for the Board to view at their leisure.

Mr. Ward stated three Board Members were required to be present in person at the meeting.

Ms. Denise Blakely asked if this was the same guard company the Marina used.

Ms. DeLuca responded in the affirmative; the Marina used Platinum Security for people and used another company for software, and a third company for gate access. She stated Tern Bay was paying \$150 dollars each trip Ramco took to fix the gate, Burnt Store Marina paid \$75 dollars per trip and had same day/next day service, so she believed switching companies would be a big benefit to the community.

Chairperson Brady asked if there was another CDD with good security who Tern Bay could piggyback off of as opposed to going out for an RFP.

Mr. Ward stated Tern Bay needed to send out its own RFP.

Chairperson Brady acquiesced.

Mr. Ward and Ms. DeLuca agreed to work together to organize a workshop demo meeting.

Mr. Hamilton discussed terminating the contract with Ramco and suggested looking into the cost to buy out the Ramco hardware.

Ms. DeLuca stated she did not have the most recent pricing; Ramco had not provided this yet, but the pricing in 2022 was \$22,157 dollars for the buyout and there was a 20% reduction in the third year of the lease which was entered into on May 1, 2025.

Mr. Tim Greco stated he spoke to the owner of Ramco and requested an updated version of the agreement.

Ms. DeLuca stated the \$22,000 dollars should be lower since it went down annually and the \$22,000 dollar price was obtained in 2022. She noted the May invoices were still at the previous year's dollar amount and she hoped there would be no back charging.

Mr. Tim Greco stated (indecipherable).

## **TENTH ORDER OF BUSINESS**

### **Public Comments**

**Public Comments: - Public comment period is for items NOT listed on the agenda, and comments are limited to three (3) minutes per person and assignment of speaking time is not permitted; however, the Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes**

Chairperson Brady asked if there were any public comments.

Mr. \_\_\_\_1:35:15 asked about the dates and timeline for the budget.

Chairperson Brady responded the budget was final and it would be \$800 dollars on the tax bill in October. She stated as soon as the new HOA Board was intact and created, a meeting could be held with the HOA to review a maintenance agreement.

Ms. \_\_\_\_ asked (indecipherable).

Mr. Ward responded in the affirmative.

Mr. Hamilton asked Chairperson Brady to repeat the information regarding the golf ball retrieval.

Chairperson Brady stated the Golf Board had an agreement with the CDD it needed to sign which held the CDD harmless if someone was hurt while retrieving golf balls from the lake; the agreement required the company doing the retrieval to have insurance and she was working to ensure the golf course had the necessary insurance to cover the individuals who retrieved golf balls as well.

Mr. Mike Parker indicated he was on the Golf Board and the agreement with the CDD was unanimously rejected by the Golf Board.

Chairperson Brady stated if the contract was not signed, technically the balls could not be retrieved from the lake or the range. She explained the CDD needed an agreement holding the CDD harmless before golf ball retrieval could be performed, so the CDD would not get sued. She explained the agreement would hold the CDD harmless for any golf ball retrieval from any lake at any time performed by the golf course or a company working for the Golf Board.

Mr. \_\_\_\_1:38:50 asked if the single family homes were in the common area in Sunny Grove.

Chairperson Brady explained the single family homes in Sunny Grove were a part of a common area, but the single family home landscaping was not included in the CDD landscaping maintenance cost.

Discussion ensued regarding landscaping costs; who would cover landscaping costs, the HOA or the CDD depending upon whether a maintenance agreement was reached with the HOA; and the CDD only being responsible for common area and roadside lawn maintenance.

Chairperson Brady explained if an agreement was reached with the HOA and the landscaping costs in this year's CDD budget were not needed, then the funds would stay with the CDD and be used for other purposes or perhaps the assessment rate would be lowered next year. She noted it was in the best interests of the community to have only one entity doing the landscaping maintenance; if the CDD and HOA both did landscaping maintenance it would be more expensive and there would be difficulty delineating the line of service.

Discussion ensued regarding whether it would be better for the HOA to continue performing landscaping maintenance or whether the CDD should take over partial maintenance duties or full maintenance duties; how the CDD could move money from one line item to another line item to pay for things the community wanted or needed; what landscaping was owned by the CDD (roadside right-of-way); who was responsible for other common areas in the community; and the CDD coordinating with the Master HOA regarding the landscaping maintenance agreement.

Ms. DeLuca stated Mr. Ward provided a map indicating which property belonged to the CDD, the Master HOA and the Golf Board. She asked if this could be posted on the CDD website.

Chairperson Brady stated Mr. Ward would make sure the map was posted on the CDD website.

Ms. DeLuca noted it would be located under GIS Maps on the website.

Mr. \_\_\_\_\_ asked (indecipherable).

Mr. Ward explained how and why CDDs were created for developments. He noted Tern Bay CDD was created in 2005 by the original developer, not Lennar Homes. He discussed what land was included in the Tern Bay CDD district. He noted the original developer defaulted and then Lennar Homes bought the bonds from the original bondholders and began to redevelop the property. He discussed what was built by the original developer and what was built by Lennar.

Ms. \_\_\_\_\_ asked if copies of the budget could be provided in the future. She asked if comments from the public could be obtained prior to board review and approval of the budget. She said waiting until the end of the process was fruitless.

Mr. Ward noted the budget was posted on the CDD District's website for public viewing.

Mr. \_\_\_\_\_ asked (indecipherable).

Chairperson Brady responded, if by next month the Golf Board still refused to sign the agreement, her recommendation would be to contract with a golf ball retrieval company, and if the CDD made \$7,000 dollars as a result it could use the funds to install a fountain in one of the ponds.

Mr. \_\_\_\_\_ stated removing golf balls from the ponds was necessary for the health of the ponds and asked the CDD to ensure it was done whether or not the Golf Board signed the agreement.

Ms. \_\_\_\_\_ asked Chairperson Brady to discuss the streetlights.

Chairperson Brady indicated Ms. DeLuca reported 17 streetlights were marked as not working and FPL was informed.

Ms. \_\_\_\_ asked (indecipherable).

Ms. DeLuca responded the broken light on Heritage Lane was on the list.

Mr. Tim \_\_\_\_\_ stated FPL owned the lights and the District was at the mercy of FPL's timeline for repair.

Chairperson Brady noted Lennar had some of the sidewalks fixed. She stated she was going to walk around with the Engineer in about two weeks, noting every sidewalk, sign, etc., everything which was Lennar's responsibility to fix and would work to have Lennar make the necessary repairs before the CDD took control.

Ms. \_\_\_\_\_ discussed a dangerous area which needed to be repaired in the community.

Mr. \_\_\_\_\_ told a story about when he first moved into his home and an FPL power line was on the ground and how long it took FPL to fix the line. He said FPL claimed it was necessary for everyone in the area to call before action would be taken.

Ms. \_\_\_\_ asked (indecipherable).

Chairperson Brady stated any such issues should be reported to Mary right away. She stated regarding street resurfacing, she was unsure, street resurfacing was a Lennar responsibility, and she did not know when it would be completed.

Ms. \_\_\_\_\_ asked about mosquito spraying and mosquito truck access.

Chairperson Brady explained the County took care of mosquito spraying and any mosquito complaints should be reported to the County. She stated truck access was controlled by the gate guards and the CDD had no control over who the guards were letting in the front gate yet.

Mr. \_\_\_\_\_ asked (indecipherable).

Chairperson Brady stated the bridges belonged to the CDD and the CDD could not ask Lennar to pay for any bridge repairs.

Ms. \_\_\_\_\_ asked who was responsible for the signage on the construction gate.

Chairperson Brady responded it was the CDD.

Ms. \_\_\_\_\_ complained about drivers "piggybacking" into the development when residents drove through the gate. She asked for signage to be posted limiting gate entrance to one vehicle at a time.

Chairperson Brady indicated the CDD would be posting signage to that effect. She agreed piggybacking was a problem. She noted the speed limit signs would be fixed and the CDD would look into posting

wildlife crossing signs. She said she planned to suggest lowering the community speed limit to 20 mph and going to the County Commission to make this a golf cart community because technically residents were not allowed to drive golf carts on the roads.

Mr. \_\_\_\_\_ 2:06:11 asked who was responsible for better securing the construction entrance to prevent people from walking in.

Chairperson Brady stated no one was technically responsible for securing the construction entrance. She said if the community wanted the construction entrance better secured, then the CDD could discuss the matter and potentially pay to have the gate better secured. She noted technically these were public roads and anyone could enter the community. She said if John Smith drove up and said he wanted to just drive around the neighborhood, the security guards at the gate legally could not deny him entry. She said anyone could walk into the community through the walkway by the construction entrance or even drive a golf cart in, but if the community wanted to put a pedestrian gate there, the CDD could discuss spending the money to do so, but it certainly was not a requirement.

Discussion ensued regarding security of the community; a sidewalk gate to discourage pedestrian entry; the community roads being public roads; whether or not keycard gate entry was a possibility; the gate guards and gates being a deterrent to public entry; the HOA having the ability to stop entry into the pool area and other amenities; the pool and other amenities being private amenities.

Chairperson Brady explained the gate guards could at least record who was entering the community by taking copies of drivers' licenses and having the cameras in place, but she felt having security drive around the neighborhood was fruitless because the security company had no authority. She stated having a contract with the Sheriff's Department to patrol the neighborhood, however, would be beneficial.

Discussion ensued regarding the potential of having the Sheriff's Department patrol the neighborhood; and keycard only entry to the community likely not being an option.

Mr. \_\_\_\_\_ 2:13:52 stated having security guards was a waste of money.

Ms. DeLuca stated security was in the Declaration, Section 16.4. She noted both of the new cloud software providers had modules to pick up the cars who piggybacked entry to the community, record the license plates, determine if the vehicle belonged to a resident, and if not, alert the gatehouse.

Mr. Hamilton asked if the Golf Board had the design plans for the hole 8 changes.

Chairperson Brady indicated she had not seen the plans.

Mr. Tim Greco responded the Golf Board did not have the design plans yet.

Ms. Denise Blakely stated it would be good to have a group meeting with the Master HOA, the Golf Board, and the CDD.

Chairperson Brady stated she would recommend quarterly joint meetings, but until the Master HOA Board transitioned fully to residents this would not be a possibility.



**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Brady adjourned the meeting at approximately 12:17 p.m.

**On MOTION made by Tara Brady, 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