

# **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, October 7, 2025, 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. Brady, Chairperson, and James P. Ward as Secretary.

**Present and constituting a quorum:**

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

**Also present were:**

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

**Audience:**

Linda & Mark Cucharale	Lindsey Heavener
Alden T Pierce III	Charlene Lawsen
Michelle Knight	Paul & Lynn Harwood
Jeffrey Gordon	Rod & Amy Bradtmeuller
John Katrich	P & J McEwen
Debra Fernandes	Rhonda VanArsdale
Kem Barton	Cokkireba
EP	Michael Sands
SE	Maureen Blouin
Jill Auger	Diane Stewart (ph)
Jean Giese	Janet _____ (ph)
Adriana Velez Poisson	Katherine E. Kirchaver (ph)
Dawne	Doug Knight (ph)
Michael Rose (ph)	

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 10:00 a.m. All Members of the Board were present, constituting a quorum.

**SECOND ORDER OF BUSINESS****Consideration of Minutes****September 10, 2025 - Regular Meeting Minutes**

**On MOTION made by Gary Hamilton, seconded by Robert Brady, and with all in favor, the September 10, 2025 Regular Meeting Minutes were approved.**

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

No report.

**II. District Engineer**

No report.

**III. District Manager****a. Map to show the future ownership of Heritage Landing****b. Important Board Meeting Dates for Fiscal Year 2026****1. Next Meeting: Tuesday, November 4, 2025**

No report.

**FOURTH ORDER OF BUSINESS****Supervisor's Requests**

Chairperson Brady reported holiday lighting installation had begun; all royal palms at the front entrance were lit and would remain on at all times; and the rest of the holiday lighting would be lit from November through February. She noted there would be some decorations at the south entrance, but until electricity was available it was difficult to install holiday decorations. She indicated the royal palms were trimmed. She reported cleanup and improvements of the guardhouse were being coordinated for the transfer to the new access control firm with new software, hardware, and staffing. She indicated a kickoff meeting with Entrance IQ and Allied, the selected software and staffing companies, was scheduled to review equipment needs, transitioning, timing, homeowner training, the new app, etc. She noted Saturday morning both gate arms were missing from the back entrance; the gate arms were replaced, and the gate was serviced. She reported proposals were being obtained for replacement of the gate equipment as it was old and in poor condition at both the front and back entrance; this was being coordinated with Entrance IQ, the technology provider. She reported the sidewalks would be pressure washed; the grass in between the sidewalk and the street would be properly thatched to promote proper drainage and French drains would be installed where necessary. She reported the letter "i" in Heritage was replaced (it had

been missing). She indicated engineering drawings and materials were ordered for the wooden bridges; construction would likely begin in January or February 2026. She stated aquatic maintenance was ongoing to keep the aquatic plants under control and a planting program was being put into place. She stated the kayak path was cleared; there was one hole with standing water, but the path was navigable, and a maintenance plan was in place to keep the path navigable. She noted a plan to improve the kayak path with parking, kayak storage, or other was being developed for consideration. She indicated stormwater drainage cleaning started last month and would likely be completed in three weeks. She reported a new agreement with the USDA was executed for feral hog trapping which would begin October 1, 2025. She reported tadpoles were being removed from the lakes on a regular basis to lessen the cane toad activity.

Chairperson Brady discussed the problems with the electricity and the lighting out front; the lights were out again this week. She explained the electricity was installed years ago and had been piecemealed many times since and as such was a mess. She indicated the CDD had officially taken the lighting out front over and would be performing an overhaul of the system, but this would take time. She asked for patience from the residents in this regard. She stated in the past she had indicated the CDD would be taking over its infrastructure and had budgeted for landscaping in case the HOA would not sign the Maintenance Agreement. She discussed the problems with the current landscaping including overgrown bushes and trees which were blocking signage; she felt the CDD should take over the landscaping; the CDD had an asset manager and was better set up to regularly inspect the grounds and ensure the landscaping was up to standard. She noted the CDD owned the infrastructure, the irrigation system, etc., so the CDD should take over the landscaping of the public areas (not private home landscaping).

Discussion ensued regarding what the CDD owned and was responsible for maintaining; what was maintained by the Master HOA and what was owned by the Master HOA; the map on hand being confusing; the CDD mowing around the lakes to ensure it was done properly; and what property was still owned by Lennar.

Chairperson Brady indicated she was meeting with the District Engineer and would obtain a better map.

Mr. \_\_\_\_ 17:51 asked what the cost difference would be to maintain two different contracts, one with the Master HOA and one with the CDD. He indicated he understood the CDD had an asset manager who was paid hourly to manage the CDD's contracts, but this meant that the asset manager's fees would increase as the CDD's responsibilities increased.

Chairperson Brady stated the CDD had not heard back from the HOA yet; the HOA had the Maintenance Agreement, and she hoped it was on the HOA's agenda today as it was not discussed at the last couple of meetings.

*Mr. Ward: I have a lot of CDDs that have HOAs which do a lot of landscaping inside their communities while the CDDs are doing the landscaping for their facilities. I can't tell you that there is a cost difference. HOAs will have different scopes of services than what we might do in terms of our facilities and more of a proponent of having a CDD maintain all of its assets versus having them contracted out with an HOA. Overall, I don't see, in these large master*

*plan communities, a huge difference in the price of landscaping whether the CDD does it or the HOA does it, whether its combined or separated.*

*Mr. \_\_\_\_\_20:42: I understand there were bushes which had not been properly maintained in the past; however, that was not really the residents who were looking at that. It wasn't the Master HOA, it wasn't the CDD, it was Lennar. They were running the operation. So, now that we have the HOA involved wouldn't it be just as easy to maintain one contract versus two? We went from a Lennar scenario, but now it's the homeowners, whether it's the CDD or the HOA.*

*Chairperson Brady: The reason I am suggesting it is, if we take that over, that will give the HOA time. We have more bandwidth to do it and manage a contract. That will give the HOA more time to go over all the things they are doing with the transition. It's one less thing they have to worry about and one more thing we can ensure is being done correctly.*

*Mr. Ward: I have a community in Sarasota which is similar to this community. It is not a Lennar community, but it has a CDD and an HOA, and we have two contracts. The HOA has one and the CDD has one for landscaping and I have not heard one word from the developer that there is a cost difference for having two separate contracts versus having one contract shared by the CDD and HOA. When you bid this kind of a contract for a CDD, it's over the \$195,000 dollar limit, so you are going to go through a request for qualification process where you pick the vendor based on qualifications as well as price. I think you have an opportunity to do that, whether you have one contract or two contracts; whether the HOA does it or if the CDD does it. Your pricing is not going to be different from a vendor's perspective.*

Ms. Vickey DeLuca stated she thought the CDD and HOA owed it to the residents to provide clarity regarding who was taking care of what.

Mr. Ward agreed.

Discussion ensued regarding the importance of residents understanding who to contact when landscaping was not being done correctly; the CDD having easements which would allow the CDD to maintain certain portions of the property owned by the HOA; and what portion of the landscaping the golf course maintained.

Mr. \_\_\_\_\_ stated he would like to see one entity maintaining everything to keep things simple.

Mr. Ward indicated it was very common for a CDD and an HOA to work together to maintain the grounds of a community. He stated if someone called the wrong entity regarding a complaint, said individual would be directed to the correct entity. He said he saw this work, day-in and day-out for many years. He said the CDD should be maintaining its own assets, and there was an opportunity for this to be done on a going forward basis. He said a collaboration would happen and the details of who owned what would be finalized once the final plat was recorded in the next month or so. He agreed the CDD did not have all the answers today, but there was an opportunity to collaborate with the HOA while still maintaining the CDDs assets within the construct of the CDD. He noted the current map was not the finalized map; it was a draft and would not be finalized until the plat was recorded. He asked what the Board would like to do regarding collaboration with the HOA regarding landscaping.

Discussion ensued regarding the map, landscaping, HOA collaboration versus CDD management, and further discussing the matter at the next meeting.

*Mr. Ward: This is a big contract. I don't know what it is, but I know it's over \$200,000 dollars. The process is the same as what we did with Allied and Entrance IQ. We will send out a request for proposals with specifications. You will get proposals back that are qualification based. It takes a good 60 to 90 days to do that and then you will see the bids and award a bid based on the qualifications. I don't want to do a bid based on price; it is too big of a community, so we are going to do it based on a qualification basis. You can evaluate experience, how big the company is, their financial status, etc., and then make a decision.*

*Chairperson Brady: I will get with Clay this week to discuss the map and adjust to the plat. Then we'll have a separate map drawn specifically for what we are referring to that we would do for the landscaping. That with the specs will go out with the request for proposals.*

*Ms. \_\_\_\_: So, it will be a lot more than \$300,000 dollars?*

*Chairperson Brady: We cut some of it because we did not want to raise the rate that much, but I don't know that will be more than that.*

*Ms. \_\_\_\_: This would start January 1?*

*Mr. Ward: That's a little tight with the holidays. I'm guessing we will do the bids at the February board meeting and there would be a March 1, 2026 start date. I can work out taking over the existing contract from the HOA and whatever its term is and manage it until we get the new contract in place if need be, but I'm guessing around March 1, 2026 would be our start date at this point.*

*Chairperson Brady: I believe it's one contract with Sunny Grove, and that includes the single family homes as well as the Amenities Center. I don't know if I want to take that.*

*Mr. Ward: It doesn't matter. Either way it works.*

*Ms. \_\_\_\_: So, currently the Master HOA is maintaining everything?*

*Mr. Ward: They clearly maintain all of the CDD's landscaping facilities at this point.*

*Chairperson Brady: You've got direction?*

*Mr. Ward: I've got it. We are moving forward unless you change your mind next month, and please don't do that because we are going to prepare a pretty detailed bid specification, and then we'll bid it. It will take a month to prepare the specs and get them right and get them out and advertise them correctly. We will get them back in mid to late January for a February award for a March 1 start date. I will coordinate directly with the HOA on how to terminate their contract and work ours together. Behind the scenes we will work all of that out with them directly.*

The Board voiced no opposition to Mr. Ward's direction.

Chairperson Brady asked District Engineer Clay Rebol to speak.

District Engineer Clay Rebol indicated the map was originally created to show what was on the replat, but a map with the final product was needed. He said the condo tracts which were purple were currently owned by Lennar but eventually would be deeded to the Master Association. He stated he would sit down with Chairperson Brady and fix the map.

Chairperson Brady asked if a decision was made regarding the parking easements; were the easements going to the individual condo associations or to the Master HOA.

Mr. Rebol responded the parking easements were going to the Master HOA.

Chairperson Brady explained where the parking easements were located. She noted discussion was held regarding whether these should be given to the CDD, but the decision was made that the CDD was not the appropriate entity to manage the parking easements, so the easements would go to the Master HOA. She noted as such the Master HOA would be responsible for filling the potholes located within those easements.

Discussion ensued regarding the CDD and the Master HOA partnering when it came time to resurface the roads throughout the community.

Chairperson Brady reported she was waiting to hear from the County regarding when the ordinance dedicating the community as a golfcart community would go before the County Commissioners for consideration. She believed it would be the last meeting in November or the first meeting in December. She noted the speed limit was currently 25. She asked if the Board wished to lower the speed limit to 20 mph.

The Board indicated it wished to keep the speed limit at 25 mph.

Ms. \_\_\_\_ 42:40 asked if parking in the streets was permitted in the community.

Chairperson Brady responded the Master HOA rules indicated no street parking was allowed; therefore, the Master HOA was responsible for enforcing the no street parking rule. She noted she would be approaching the Master HOA regarding improving parking by changing the parallel parking area to pull in parking.

Discussion ensued regarding parking issues within the community; how easy it would be to change the parallel parking to pull forward parking, which would double the amount of available parking; and the old sales building.

Chairperson Brady noted Lennar had not yet decided what it would do with the sales building or property.

Mr. Ward stated the sales building (which was a trailer) would be removed; Lennar would not leave it on the property.

Ms. Vickey DeLuca noted the CDD inherited property which had not been properly maintained in the past which was why it was in poor condition, but the CDD would make the necessary improvements.

Chairperson Brady agreed the CDD inherited a lot of things which needed to be fixed.

Discussion ensued regarding what needed maintenance throughout the community and sending Mr. Ward emails whenever something which needed maintenance was identified in the community, so the CDD could add it to the list; and sending a notification to the community regarding the CDD's plans for improvement.

*Mr. Ward: We did a communication at the last meeting. I got a half dozen emails over the weekend which I responded to. One resident was nice enough to say he could post my response on the Facebook page, and I said absolutely. Residents are always welcome to reach out to me.*

Discussion continued regarding Mary sending out emails to the residents with CDD information.

Mr. \_\_\_\_ 49:55 asked (indecipherable). He stated the back gate was in very bad condition.

*Mr. \_\_\_\_ 50:33: We are still waiting on the plat for wells and pumps. Do we have any idea when the plat -- ?*

*Mr. Ward: It is scheduled for the end of October. The County's review is to be finished by the end of October. It still has to go before the County Commission, and I don't know what that date will be. I don't know when the Commission meets, but we should have a good answer by the end of the month whether or not there are any Staff comments, and if there are, Clay is very able to quickly address the comments and then once it gets finalized it will go before the County Commission. So, probably before the end of the calendar year it will be recorded which is when you see it in the public records, but we hope by the end of the month we will get the final approval from County Staff.*

*Mr. Rebol: You are correct. At the end of the month, we will get Staff comments and then there are new processes in place with new statutes. We should be able to not have to go before the Commission Board on this plat. Staff approval is allowed now, but it is a little bit grey regarding whether a replat has to go before the Board, but our understanding is at this point we won't have to go before the Board for the final approval.*

*Mr. Ward: Oh, good. I did not know that. Great news.*

## **FIFTH ORDER OF BUSINESS**

### **Public Comments**

Chairperson Brady asked if there were any resident comments. She discussed the standard 3 minute protocol for resident comments.

Mr. \_\_\_\_ 53:06 stated (indecipherable). *I'm glad I attended the meeting today because (indecipherable). Where I'm located my house backs up to a small strip of nature preserve. (Indecipherable). When I first moved in, it was rough. There was new construction.* He discussed the poor condition of the property behind his home, the construction litter he cleaned up, storm damage, and the overgrowth of cottonwood. He indicated he removed 14 truckloads of cottonwood which he cut down with a chainsaw. He noted he had photographs of the area before and after. He stated now there was a drainage issue. He discussed the drainage issue; the swale in the area; and his worry about future damage. He discussed the continued problems in his backyard; Sunny Grove blowing landscaping refuse into his backyard; the need to replace 90 percent of his backyard at his own expense; and not being able to keep the weeds out of his yard. He said it sounded like the CDD was responsible for helping with the preserve area behind his home. He stated he did not want to replace his yard again, so someone had to help. He asked the CDD to help. He pointed out his location on the map. He noted everything on the golf course side was well maintained, but on his side it was not.

Chairperson Brady noted she would hear all residents' comments before responding.

Ms. Diane Stewart stated she noticed many cracks in the sidewalk which were not marked for repair. She indicated she was willing to assist in marking the cracks throughout the community.

Chairperson Brady asked where these cracks were located.

Ms. Stewart responded, but it was (indecipherable).

Mr. \_\_\_\_ 1:00:39: *In the Master Declaration there was nothing about the Master HOA owning COA parking lots. I saw on the latest map some say COA tract through the parking lot, and some say Lennar. Are you saying that Lennar is still dictating ownership of property within the community? My second question is, the current Master HOA Board, what we need to make a decision on the landscaping is an SLA from you guys. (Indecipherable).*

Ms. Janet \_\_\_\_: *We have been talking about parking and talking about condos. What is the difference between what we call overflow parking and guest parking? Why is it not signed, and who knows where it is? I think, especially in the areas where they have parallel parking, the owners are using that as parking because they have golf carts in their garage, and they don't want to block their driveway and whatever.*

Ms. Katherine E. Kirchaver indicated there was a lot of confusion about who owned what throughout the community, but as soon as the CDD mapped this out the information could be forwarded to the COAs and the Master HOA. She noted there were complaints from homes which backed up to the preserves regarding trees, weeds, overgrowth, etc. She discussed drainage issues. She recommended signage be posted regarding golf cart right-of-way be posted to prevent misunderstandings. She suggested using the COA Boards to communicate CDD messaging to the residents or at least encourage residents to visit the CDD website.



Mr. Doug Knight stated during the turnover he was involved with the grounds committee and the contract with Sunny Grove was broken into three parts: the common ground, the amenities and the single family homes. He noted the common ground contract was \$451,000 dollars in 2003, so the \$300,000 dollars collected by the CDD would not be enough to cover the cost of landscaping. He said he believed the contract with Sunny Grove would end December 31, 2025. He stated Sunny Grove would be interested in continuing services and would likely be willing to bridge services until the bidding process was completed. He noted the amenity center cost approximately \$50,000 dollars a year for landscaping. He said he felt the lakes looked fantastic and he thanked the CDD for its efforts in this regard.

Ms. \_\_\_\_ 1:09:11 stated she felt the lighting at the entrance should be a Lennar issue, not the community. She asked if splitting duties with the Master HOA would lower Master HOA fees.

Mr. \_\_\_\_ 1:11:01 stated regarding holding multiple contracts for landscaping, he dealt with Sunny Grove in the past, and Sunny Grove did not care who paid, as long as they were paid; therefore, it did not matter who had the contract with Sunny Grove, it would not affect the price.

Mr. Michael Rose' asked why the CDD was paying for the bridges, the lights, etc., if the CDD just took these things over. He suggested getting an attorney and going after Lennar for the funds.

Ms. Debra Fernandes asked how it was determined whether items were paid for by the Master HOA or the CDD. She noted in Birchwood Court there were no parking spaces available for residents aside from the driveway; therefore, there were no other options aside from parking in the street at times.

Ms. Michelle Knight said there was a lot of talk about communication between the Master HOA Board and the CDD. She asked how this would be accomplished. She asked how the residents would get the collaborated information. She stated the signage she looked forward to seeing was "wildlife crossing" between the ponds. She stated sadly, she had seen many dead turtles and baby ducks on the road.

Chairperson Brady responded to the questions and comments. She stated she would get the map settled and would make sure to meet with Tim regarding who was truly maintaining which areas; the golf course owned the overgrown property behind Mr. \_\_\_\_'s home with the cottonwood trees. She noted she would contact the homeowners after speaking with Clay and Tim regarding the map. She discussed how Sunny Grove could better maintain the area and noted this was an example of how a proper contract with the proper language was important to ensure proper maintenance.

Chairperson Brady stated regarding the sidewalks, there was a difference between a small crack and damage which Lennar would replace. She stated there was much Lennar would not replace; the red marks on the sidewalks were the areas Lennar was willing to replace, after which the CDD would fix the rest of the cracks. She explained the roads technically belonged to the CDD, but during construction Lennar was responsible for the roads until the final lift was placed. She said there were 110 spots on the sidewalks which needed to be fixed after Lennar completed its work.

Chairperson Brady stated Lennar was finishing the plat assigning property to the proper entities for ownership and maintenance. She noted Lennar held talks with the Master HOA and was dedicating the parking easements to the Master HOA with the Master HOA's agreement. She stated in regard to overflow parking and guest parking, according to the plat there is no dedication to guest parking or overflow parking; it was simply marked as parking easements.

Mr. Clay Rebol agreed; there was no distinction between guest and overflow parking.

Chairperson Brady stated regarding signage, she asked Mr. Ward to procure signage saying, "lake access stay to the left" and signage along the lake access saying, "be careful of wildlife." She said regarding lighting at the entrance, Tern Bay owned the lighting since 2020, and Lennar would not pay to fix it. She noted she was able to get Lennar to fund some of the pipe cleaning which was a win. She said in terms of the Master HOA fees being lowered, yes, in a perfect world, if the CDD took over landscaping from the Master HOA, technically the Master HOA fees could go down \$400,000 dollars, but this was not a perfect world. She explained there were things which Lennar was covering for the Master HOA, and now that the Master HOA would be responsible for those things the fees would likely go up, but hopefully, now that the Master HOA was not responsible for landscaping, the fees could stay the same.

Ms. \_\_\_\_\_ 1:21:44 noted until last November, the CDD Board was run by Lennar representatives; the existing CDD Board Members just came on the Board.

Chairperson Brady continued, it was the same with the bridges and the lights; the CDD had owned them for years. She stated even if Lennar had better maintained the bridges and lights and such, it would have been through the CDD, and it was not going to cost that much more today to do the maintenance than it would have four or five years ago; therefore, it would do no good to sue Lennar.

Chairperson Brady stated in terms of who determined who paid what, the CDD has determined it would pay for everything the CDD owned. She explained it was not like "hey, we both own this, who's going to take charge?", the CDD owned the assets, owned the property, and would maintain said assets and property. She stated in terms of parking in the street, right now there was no overnight parking permitted in the street, but during daytime hours it was allowed. She stated the exact hours were likely listed in the Master HOA Declaration. She said she could not answer the question regarding where guests could park overnight when there was no guest parking provided. She recommended raising the issue at the Master HOA meeting. She stated regarding communication between the HOA and the CDD, Mr. Jim Ward, the District Manager, dealt with the General Manager, the Golf Board and the Master HOA Board and if joint meetings were needed this would be arranged. She stated Mary was good about sending out communications for the CDD. She stated regarding wildlife crossing signs, she would look into adding wildlife crossing signs to the signage list which included speed limit signs and golf cart community signs.

Chairperson Brady stated the Terraces and Verandahs were not considered roads; they were considered parking easements. She asked if Poppy Field Loop, Black Beauty, and Sycamore were considered parking easements.

Mr. Rebol did not respond.

Chairperson Brady stated she would look into it and verify.

Ms. Lynn Harwood asked if parking around the cul-de-sac to play bocce ball was permitted if it was during daytime hours. She noted she had been told it was not allowed.

Chairperson Brady responded she would recommend speaking with whoever indicated it was not allowed; parking was not a CDD rule. She said Ms. Harwood could also speak with the Master HOA about it.

Mr. \_\_\_\_ 1:28:59 asked about the sidewalk on Heritage Landing which was marked with a faded red "x." He asked if these portions of the sidewalk would be replaced and if so, perhaps the "x" should be repainted to ensure the sections were not missed.

Chairperson Brady stated Lennar marked the sidewalks, and Lennar also had a map indicating where all these markings were located. She said she did not know when the final lift would be completed and when the sidewalks would be fixed by Lennar, but she would ask Lennar.

## SIXTH ORDER OF BUSINESS

## Adjournment

Ms. Brady adjourned the meeting at approximately 11:35 a.m.

**On MOTION made by Robert Brady, seconded by Vickey DeLuca, and with all in favor, the meeting was adjourned.**

*James P. Ward*

James P. Ward, Secretary

Tern Bay Community Development District

*Tara Brady*

Tara Brady (Nov 5, 2025 19:59:49 EST)

Tara Brady, Chairperson