MINUTES OF MEETING
HERITAGE HARBOUR NORTH
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Heritage Harbour North Community Development District was held on Thursday, April 2, 2026 at the Sanctuary Clubhouse (Community Room), 6835 Willowshire Way, Bradenton, Florida 34212. It began at 1:00 p.m. and was presided over by Ms. Nancy Lyons, Chairperson, and James P. Ward as Secretary.

Present and constituting a quorum:

Nancy Lyons	Chairperson
John Wisz	Vice Chairperson
Pauline Tasler	Assistant Secretary
Michael Fisher	Assistant Secretary
Louise Buckley	Assistant Secretary

Also present were:

James P. Ward	District Manager
Greg Urbancic	District Counsel
Matt Morris	District Engineer

Audience:

Daryl & Lynette Falkowski	Florence Shelton-Clark
Paul Bendy	Sue & Dan Brady
Samuel Furlow	Julius Haas
Jeffrey Suhr	John & Marlene Sincacccia
Darryl Levine	Alex Krauss
Chris Gogarty	Kathleen Furtenberg
Donna Deaubler	Lois Vancavage
Benson Goldstein	Ron Bertino
Frances Taylor	Walter Humphrey
Meryl McBride	Julie H.
Dan & Sue _____	Damian G.

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**

Mr. Ward called the meeting to order at approximately 1:00 p.m. He called roll and all Members of the Board were present, constituting a quorum.

SECOND ORDER OF BUSINESS Notice of Advertisement

Notice of Advertisement of Public Hearings and Regular Meeting

THIRD ORDER OF BUSINESS Consideration of Minutes

February 5, 2026 – Regular Meeting Minutes

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

On MOTION made by Michael Fisher, seconded by John Wisz, and with all in favor, the February 5, 2026 Regular Meeting Minutes were approved.

FOURTH ORDER OF BUSINESS FISCAL YEAR 2027 BUDGET

Mr. Ward stated the purpose of today's meeting was to conduct two public hearings; the first public hearing was related to the proposed Fiscal Year 2027 budget and the second public hearing set the assessment rate for the general fund, administration and operations for Fiscal Year 2027. He explained the public hearing process. He explained mailed notice was sent to inform the community about the proposed connection to the Manatee County reuse water system to provide reuse irrigation water to the community in place of the current provider.

I. Public Comment and Testimony

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

On MOTION made by Michael Fisher, seconded by John Wisz, and with all in favor, the Public Hearing was opened.

Mr. Ward introduced Matt Morris, District Engineer.

Mr. Matt Morris, District Engineer, with Pape Dawson Engineering discussed the County water reuse system: *We will have to run a new reuse main from River Strand down to State Road 64. We have already done survey work. We have had subsurface underground investigation work done as well to make sure we are addressing any underground conflicts in our final design. We have done some schematic design. Essentially, right now the rough design is about 8,700 feet worth of new pipe to be installed. That pipe would come up and feed into a pond or a couple of ponds in River Strand and would then be pumped out. Those pumps would be connected to the existing irrigation system that feeds the homes and golf courses and things like that. We are also going to be permitting through the Water Management District a backup recharge well in case the County is unable to provide reuse water. Typically, that has not been a problem in this*

County, but in other areas and counties sometimes they are unable to provide enough reuse, and the backup well would provide additional water in times the County could not provide it. We have quite a bit of final design and permitting ahead of us. We are in the process of itemizing our plans to make a submittal to Manatee County in addition to the permits we will need from the County. We will also be working with them on a reuse agreement for River Strand as well. That is effectively what our scope is. We are still finalizing things. We have an irrigation expert we brought in as a subconsultant to help make sure the pump is sized appropriately, and make sure the lines are sized appropriately to be able to provide the reuse needed. The pipe that's beign put in that goes down to State Road 64 is going to provide the water from State Road 64 into the ponds, and then there is going to be a pump which will pump the water out of the ponds. It's essentially set up on a float switch. It pumps the water out of the ponds, and as the water level of the pond starts dropping it opens a valve that allows the reuse water to feed into the pond and fill the pond up as it is being pumped out. Again, if there is not enough reuse coming from the County at the time then the backup recharge well would do the same thing where if the reuse doesn't turn on, the backup well turns on and fills the pond up so the water level stays where it should.

Members of the audience names are not clear on the audio – as such anyone who spoke is identified as "A speaker"

A speaker (female) noted: Our ponds are very low right now. Who controls the switch that puts the water in and out?

Mr. Morris: It's an automatic switch, so once the water level drops below a certain elevation it will open up a valve that will turn the water on and let the water flow into the pond.

A speaker (male) noted: Will all the ponds get water through this new system?

Mr. Morris: No, only certain ponds.

A speaker (male) noted: Has anybody done a diagram of what exists right now and how the piping works versus what you are proposing? It's a lot of money.

Mr. Morris: We have a plan view. We are not proposing much in the way of changes to the irrigation system itself in River Strand. It's more about getting the water from State Road 64 to River Strand and then connecting the pump into the pipes that are already in River Strand. Currently the main chunk of the budget is for that 8,700 linear feet of pipe to get from State Road 64 to River Strand.

A speaker (male) asked if water could be pulled from Manatee River.

Mr. Morris responded in the negative.

A speaker (male) asked if there were any other options, for example multiple wells.

Mr. Morris explained because of water use permitting requirements River Strand could not just feed the system with only recharge from the ground. *That can only be used as a backup system. Because there is reuse water available, both the County and the Water Management District say you have to get the lowest quality water and use that for your irrigation, and in this case reuse is thought to be the lowest quality water you can get for irrigation.*

A speaker (male) asked if it would be possible to split the cost with another development which was between River Strand and State Road 64.

Mr. Morris indicated he did not know.

A speaker (male) asked where the irrigation water came from currently.

Mr. Morris responded "pork chop lake" which had Manatee County reuse water going into it and was pumped out by Aqua Terra to River Strand. He explained River Strand would connect directly to the County reuse main which was on State Road 64. He said the pipes would connect to ponds in River Strand and then be pumped out for irrigation use in River Strand. He noted currently all irrigation water came from Aqua Terra.

A speaker (female) asked about the possibility of pumping from Pork Chop Lake.

Mr. Morris: The intent of this was to effectively sever you from that system, that connection, so you have your own system.

A speaker (female) stated it was important to understand why this was being done. She asked if Anne could make a statement.

Mr. Morris asked if there were any additional questions for him before Anne spoke.

A speaker (male) asked if the connection to State Road 64 would be to the stormwater runoff collection.

Mr. Morris: The connection we are making on State Road 64 is to an actual reuse distribution pipe that Manatee County has. It's a 30 inch pressurized reuse main that's providing irrigation reuse water to a good portion of the area around Heritage Harbour.

A speaker (male) asked if the 8,700 feet of pipe would run through other communities.

Mr. Morris responded it would run by Heritage Green up Heritage Blvd in the public right-of-way.

A speaker (male) asked if Heritage Blvd was controlled by a CDD.

Mr. Morris stated Heritage Blvd was a public road and the pipe would be in the public right-of-way.

Discussion ensued regarding Pork Chop Pond; the local ponds all being connected for stormwater system purposes but not irrigation purposes; River Strand not having any irrigation water being pumped from it's ponds at this time; Heritage Harbour North severing ties with Aqua Terra for irrigation water once this plan came to fruition; connecting directly with Manatee County reuse water solving the problem River Strand had with irrigation water shortages; the reuse water agreement with Manatee County guaranteeing Manatee County would provide a certain amount of reuse water for irrigation; and the backup well being put into place to assist if there were water shortages.

Mr. Ward: The Manatee County system is probably one of the top six in the state in terms of providing reuse water. I think they have a storage capacity of 1.3 billion gallons of water. It is a very stable and very solid system for provision of reuse. The only thing I think might happen is if they have a line break and something goes wrong with the system we have a backup plan to use aquafer water on a short term basis to supplement the reuse system.

Ms. Anne Naramore, Board President, River Strand Golf & Country Club: The prime source is from Florida Water Utilities Environmental Services, Inc. (Aqua Terra), a private water company that provides reclaimed irrigation water to River Strand. Lake 171, which is known as Pork Chop Lake, provides the irrigation to River Strand. Heritage Harbour Master manages the relationship with Florida Water. That is a really important fact. We, River Strand, and CDD North, have no direct control over how Florida Water manages their system because we don't have an agreement. We are not even allowed to talk to them unless Heritage Harbour talks to them on our behalf. Current situation, the major business risk to River Strand and why we asked the HHN CDD for help: 1. Lack of irrigation water. In 2024 there were snails and organic material which clogged the system and consequently we could not get irrigation water. In 2025 there was overuse of SFWMD credits, so the water was turned off. And then of course we had a drought which did not help. For the last two years we have had major issues with water supply. Florida Water Utilities, known to most of us as Aqua Terra, have three pumps that pump the water into the various communities between CDD South and CDD North. By my understanding they are all over 20 years old and they each cost about $750,000 dollars to replace. No one knows when they are going to replace them. There is no communication. Single point of failure: there is no backup source for irrigation water if something happens with Florida Water Utilities' system. River Strand and CDD North are reliant on Florida Water Utilities and Heritage Harbour. Because we have this risk, the River Strand Board approved a portable water tank for $50,000 dollars last year so we could go around and spot water the golf course and some of our common areas. We spent $6 million dollars on our golf course, we couldn't afford not to have a backup *solution for irrigation, and we planted new plants around the clubhouse. We couldn't allow that to go down the tubes either. Then we have two administrative items that have caused us pain. One is billing. River Strand was overcharged for irrigation for the golf course and common areas. It took one year, five attempts, to get a credit for that over charge. Again, the relationship between Florida Water and Heritage Harbour that we don't control. Again, there is the risk of no relationship. River Strand and CDD North have no direct input into Florida Water, and we must go through Heritage Harbour to get anything resolved. From my point of view, my understanding of the proposal is we are going to have one primary source of reclaimed irrigation water that will be piped in from Manatee County to River Strand. How you do that is up to the experts. Then, they are going to dig a backup well, so when things do go awry we have another source of water, which we do not have today. And more importantly, we control it. Bottom line is, the CDD North would own the infrastructure, River Strand would manage it on behalf of our members.*

A speaker (male) noted: You have a contract with a private company for another 10 years. That's what I read in the brief. Has anyone considered the legal ramifications of what we are doing?

Ms. Naramore: Jim will get to that. Does anyone have any questions about the reasons why the River Strand Board feels this is a worthwhile objective?

A speaker (female) noted: Since River Strand will be responsible, are we going to hire someone full time who knows what to do?

Ms. Naramore: Just like we hire experts for stormwater system management, pond management, security, etc., of course we would.

A speaker (male) asked if there were estimates on how long the backup well could be used.

Mr. Morris: We would be going into the aquafer. It would be designed to essentially refill the pond indefinitely, but there will be permitting criteria that we have to go through with the Water Management District that will limit the amount of water we can pump. That will control it more than the physical aspects of the construction.

A speaker (male) asked why not just dig four wells to irrigate the community rather than run 8,700 feet of pipe.

Mr. Morris explained the well water could not be used as the main source of irrigation water; it could only be used as a backup source.

Discussion ensued regarding whether the aquafer could run out of water.

Mr. Ward: In this state there are five large water management districts that manage the water resources for the state. They are very aware of how much water *can be drawn out of the aquafer. They control it very tightly with all of the cities, counties, CDDs and other government entities that draw water out of the aquafer. They limit it pretty stringently. They are fine with using the aquafer for purposes of backup systems. They are not willing to let you use them as the primary source of water in the state. The technology today of using reuse water, and as I said earlier, Manatee County has one of the best reuse water systems in the state, the use of the aquafer is very limited. It's only allowed if there is a break in the line or something. They do require us to monitor it, report on it, and it's very limited.*

A speaker (male) asked about the cost of the new reuse system.

Mr. Ward indicated he would discuss cost shortly. He asked if there were any additional engineering questions.

A speaker (female) (indecipherable).

Mr. Morris: The first thing is to complete the permitting. We expect that to be done later this year. The construction schedule, there are different methods they can use to install the main. I expect a good portion of it will be a directional bore as opposed to cutting open a trench and laying a pipe in the ground. The duration is probably going to be a year once we get permitting and the contractor starts construction. Can it go quicker than that? It could. Depending on the contractor. But it's definitely going to be at least sometime next year before reuse water is available.

A speaker (female) asked about the surge in water use for irrigation in 2025. She asked if it was used to fill a pond.

Mr. Morris stated he did not know.

Mr. Ward asked if there were any additional engineering questions. There were none. He discussed the financial side of the plan. *The reason the CDD is getting involved is because it's our job to provide a lot of the infrastructure that has been built within this community, but more importantly, the agreement that we have with what was Aqua Terra bound both the Heritage Harbour North CDD and the South CDD to 30 year agreements with this company for purposes of providing water service. That's all it really did. The rest of the legal side of the agreements were done with the Master Association. All the CDD did was build certain infrastructure which allowed this company to provide water to your community through Pork Chop Lake but the infrastructure itself within the community belongs to the CDD. That was done on purpose to ensure that at some point we could terminate the agreement that we have with Aqua Terra. That agreement will expire in 9 or 10 years at this point in time.*

Ms. Naramore: The CDD North contract expires December 31, 2036. The one with CDD South expires December 31, 2038. Do not ask me why.

Mr. Ward: All the agreement does is allow that company to utilize our system. The agreement does not, in our opinion, at this point, and obviously we do think this will be a legal matter that comes up, we do not think that precludes the CDD from providing additional infrastructure to provide irrigation water to your system. This is a governmental agency. It has rights under state law to do what it wants to do to provide infrastructure to your community irrespective of what that agreement says or doesn't say. We believe that the right course of action is to put the infrastructure in place, which we know is going to take us a year to do that, and then provide the reuse water to you. We will then begin the process, in the next year or two, of terminating the agreement under its terms and conditions. We are required under that agreement to provide notice to them a minimum of one year ahead of the termination date of the agreement. We are going to do that well ahead of the one year termination date that's in the agreement in case there are some issues that come up as it relates to that agreement. We do have included in our budget funds that will allow us to ensure that we are able to deal with whatever matters come up from a legal perspective. We think the CDD has significant rights under the law to build a system it wants to provide for the long term reuse requirements for this community. With respect to the rates, the County rate for reuse water is 26 cents per 1,000 gallons. Anne was kind enough to provide me with some of the data they were able to garner from the Master HOA and from what I can gather the rate they are charging is in the 45 to 50 cents per 1,000 gallon range, although the numbers don't totally match up in the data provided. But that looks to be the rate you are paying now for irrigation water. So, the cost on an ongoing regular basis for providing water to your community should decrease as we move the system forward. Matt referenced the cost of the system itself. We are budgeting for the construction of the capital improvements which is a little over $2 million dollars. We are financing that over a five year period, so you will pay roughly $535 dollars a year for five years, which will then drop off of your assessments for purposes of the capital construction. Then, obviously whatever the use rates are we will work that out directly with the Master Association of whether that's billed through the CDD or through the HOA and operated and maintained by the HOA on an ongoing basis. The plan is a great plan. We are trying to get this done and put on your tax bills this coming November. The $535 dollars is just for the reuse system. We add onto that your regular operating costs and the legal costs associated with what we think may occur with this Aqua Terra company on a going forward basis.

A speaker (male) noted: With that cancellation one year in advance, is there a cancellation fee? Or are they just going to sue us?

Mr. Ward: There is no cancellation fee under the agreement. You can terminate it one year early, if you don't do that then it automatically renews for an additional 30 years. So, we are going to provide notice of termination much earlier than the one year date in the agreement.

A speaker (male) noted: Will they accelerate our cost for the remaining years?

Mr. Ward: Under the agreement they have no right to do that.

A speaker (male) noted: If you give notice before the indicated time you are subjecting yourself to interference with contractual rights. They can sue you for lost profits for that period of time. We need to understand where we are going with this before we go.

Mr. Ward: Yes, I think from a legal perspective we are fully aware. We have general counsel who is available to us. We will also obtain litigation counsel as we move forward. We will also obtain additional counsel on a going forward basis to assist us in what our rights and obligations are in terms of the termination. They will help guide us through the process.

A speaker (male) noted: Is the agreement online for us?

Mr. Ward: My assistant will put it on the CDD website.

Ms. Naramore: The CDD North agreement with Aqua Terra is on the River Strand website. The agreement for CDD North and River Strand for maintenance is on the website. The Heritage Harbour contract with Aqua Terra is also there under the Heritage Harbour section.

A speaker (male) noted: (Indecipherable)?

Mr. Ward: It's more of a financial thing. A $2 million dollar financing in this world is rather small. If you go in a longer term your costs go up dramatically. We can't finance it with a bank, we'd have to do municipal financing which costs a lot more money; we chose the 5 year term to meet the requirements under the statute, so we don't have to use the longer term more costly process. Usually those are done for larger bond issues, larger infrastructure, $7 million dollars or $10 million dollars. The $3.8 million dollars is the total budget, which includes the cost of construction and the cost of financing. We will do financing, but it's not $3.8 million dollars for five years. The average cost per year is about $500,000 dollars in debt service for principal and interest on the loan to finance the $2,2 million dollars. You are paying $535 dollars per unit per year for the next five years. After it is paid off the $535 dollars will go away. The only cost that will be left will be the operating costs which will be handled by the CDD or the HOA.

A speaker (female) noted: Part of the contract is, you have got to deliver a product. You have to deliver the product in a timely fashion in good shape. We are getting a product a lot of us have had problems with and at this point you could probably just go in and negate this contract within a certain amount of time because of the type of product you are getting. So, quite frankly, I don't think there is anything to be anxious about because on that alone you could cut this contract right now.

A speaker (male) discussed the lack of control the community had over the quality or quantity of water. He discussed the infrastructure that was damaged by the lack of proper maintenance of equipment, the snails in the system degrading the water quality and the system. He stated the community was incurring costs as a result. He stated he worried if it continued, the system could become irreparably damaged. He said this was not just a water issue; the community needed to have some control over where the water was taken from, how it was delivered and the quality of water.

A speaker (male) stated he was in favor of gaining control over the irrigation water; however, he asked the Board to first consider the contractual obligations. He noted the Aqua Terra contract stated it could not guarantee water provision. He noted Manatee County also did not guarantee water provision. He stated the CDD should also consider coordination with the neighboring communities to spread out the cost for the pipeline. He asked if there was verifiable data regarding how much water the backup well would be able to produce. He suggested speaking with CDD South about partnering with CDD North. He suggested considering waiting until 2034 to begin this process to keep the CDD within its contractual obligations.

A speaker (male) asked about the $250,000 dollars budgeted for legal fees.

Mr. Ward explained the purpose of the legal fees: *We have to terminate the agreement. We do expect there will be some issues with Aqua Terra during the termination process. When you are going to terminate a long term agreement, that they have for 30 years that's going to be renewable for another 30 years, I fully expect we will need legal counsel to walk us through that process to ensure we have the legal rights to do that, how to do that, and more importantly sufficient funds to do that. That's what that is in there for.*

A speaker (female) asked if the settlement funds were built into the budget.

Mr. Ward: We didn't build in settlement funds. We built in sufficient monies to build the facility, and to ensure we can legally protect our rights with respect to how to terminate the agreement.

A speaker (female) recommended finding out what other communities in the same situation have done and how much other communities might have had to settle for.

Mr. Ward said there were not a lot of agreements between Aqua Terra and other communities. *We thought there was litigation a year ago between Aqua Terra and another community, but we were never able to find any of the lawsuits related to it. We are not aware of any litigation currently with respect to this company.*

A speaker (female) recommended searching for similar situations between similar companies and similar communities.

Mr. Ward: I am not aware of any other community that has one of these long term agreements in the state.

A speaker (male) asked if District Counsel could provide a legal opinion regarding the potential legal ramifications of the situation.

Mr. Greg Urbancic: I think it's important to note that we do have an existing agreement and if we take action that's adverse to that, they may claim we have breached that contract. I think it's going to be very important that we build a record of every default that exists with regard to this company, whatever that is. Just keep providing them with a notice of default, notice of default, so whoever litigates this (I'm not the litigator) we can build a record and at least have an arguable claim. They are going to say we have this contractual right, and you breached it. I get where the community is going though, understanding that they want to put in the infrastructure to be prepared because it sounds like this company is falling down and I do appreciate that. I just think we have to build that record to put this District and perhaps the other District in the best place possible for either our ability to terminate because of their breach or to negotiate some sort of settlement because they just can't deliver anymore. Those are the important parts. As to when that would ripen as to any sort of claim against us, that's hard to know. I think the point at which we turn on the water and we haven't resolved something with them, then I think we have opened ourselves up to a potential legal claim. I think those steps in advance while all this is going on is going to be imperative.

A speaker (male) asked if quarterly HOA fees would drop if this went forward.

Ms. Naramore noted she was no expert and had not looked at the numbers in detail but there were 41 entities who received Heritage Harbour invoices for irrigation water. She explained the bills were based on a per unit rate and the rates were different for condos, single family homes and common areas; it was a bit confusing when looking at the bills. She stated River Strand also received a separate bill from Florida Water Utilities directly for the golf course which was at a different rate which was metered, none of the other rates were metered. She noted the golf course had different regulations for watering than the rest of River Strand. She stated each year on July 1, Florida Water was supposed to notify Heritage Harbour of the rate increase for the community; River Strand has never received the notice, so it was impossible to incorporate the cost increase into the upcoming fiscal year budget without simply guessing. She stated River Strand typically guessed a 3 percent increase in irrigation water rates. She noted the Florida Water (Aqua Terra) rate was currently 48 cents per 1,000 gallons, the Manatee County rate was 26 cents per 1,000 gallons which was a 22 cents per 1,000 gallons difference in cost which was a savings of almost 50 percent.

A speaker (male) asked if CDD North had spoken with CDD South about the possibility of partnering with CDD North in this endeavor.

Mr. Ward responded in the negative.

A speaker (female) stated she tried to speak with CDD South to no avail.

Ms. Naramore: There were two conversations with Heritage Harbour, CDD North, CDD South and River Strand about this subject because of the issues we were having in 2024 with the snails in the water. We brought it up twice to both entities that we were thinking of going down this path and there was no interest in involvement or collaboration.

Ms. Nancy Lyons: Over two years ago we were bringing it up that Aqua Terra does not exist any longer. It was supposedly purchased by some company, and I know not which one. I have six or seven names. I talked to every one of their attorneys and they will not say a word.

Discussion ensued regarding CDD South not being interested in collaboration; CDD South wanting to wait until the nonexistent litigation between Aqua Terra and some other user was finished before thinking about participating; and the Board choosing whether to move forward with this project at today's meeting.

A speaker (male) stated doing nothing was not an option.

Mr. Ward agreed.

A speaker (female) asked if a well could be dug to supplement the irrigation water being supplied by Aqua Terra.

Mr. Ward responded in the negative. He explained the Florida Water company was already pumping out of the aquafer for backup irrigation water and the community would not be permitted to add to that.

A speaker (female) noted if the CDD South allowed other communities or CDDs to participate and help build the pipeline then it would lose control. She stated the whole idea was to gain control over the community's water.

Discussion ensued regarding there being no way to communicate with Aqua Terra/Florida Water Utilities.

Mr. Ward asked if there were any additional questions regarding the budget; there were none. He called for a motion to close the public hearing.

On MOTION made by Michael Fisher, seconded by John Wisz, and with all in favor, the Public Hearing was closed.

II. Board Comment

Mr. Ward asked if there were any additional Board questions; there were none.

III. Consideration of Resolution 2026-4, a resolution of the Board of Supervisors adopting the Annual Appropriation and Budget for Fiscal Year 2027

Mr. Ward called for a motion to approve the budget beginning October 1, 2026 and ending on September 30, 2027.

On MOTION made by Michael Fisher, seconded by Nancy Lyons, and with all in favor, Resolution 2026-4 was adopted, and the Chair was authorized to sign.

b) FISCAL YEAR 2027 IMPOSING SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE

Mr. Ward indicated this public hearing set into place the assessment rates and certified an assessment roll.

I. Public Comment and Testimony

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

On MOTION made by Michael Fisher, seconded by Nancy Lyons, and with all in favor, the Public Hearing was opened.

Mr. Ward asked if there were any members of the public with questions.

A speaker (female) asked about the assessment rate.

Mr. Ward: Your total assessment including the $535 dollars will be $844.84 per unit per year; basically it's $70 dollars per month. Of that, $535.05 will be there for five years for the capital piece. He called for a motion to close the public hearing.

On MOTION made by Michael Fisher, seconded by Nancy Lyons, and with all in favor, the Public Hearing was closed.

II. Board Comment

Mr. Ward noted asked if there were any questions from the Board; there were none.

III. Consideration of Resolution 2026-5, a Resolution of the Board of Supervisors imposing special assessments, and certifying an assessment roll

Mr. Ward called for a motion.

On MOTION made by Michael Fisher, seconded by Nancy Lyons, and with all in favor, Resolution 2026-5 was adopted, and the Chair was authorized to sign.

IV. Consideration of Resolution 2026-6, a Resolution of the Board of Supervisors establishing an operation and maintenance assessment cap for notice purposes only

Mr. Ward stated Resolution 2026-6 set the cap rate at $1,013.18 dollars. He explained mailed notice would be required if the assessment rate ever went above the cap rate. He asked if there were any questions; hearing none, he called for a motion.

On MOTION made by Michael Fisher, seconded by Nancy Lyons, and with all in favor, Resolution 2026-6 was adopted, and the Chair was authorized to sign.

FIFTH ORDER OF BUSINESS Consideration of Resolution 2026-7

Consideration of Resolution 2026-7, a Resolution of the Board of Supervisors designating dates, time, and location for regular meetings of the Board of Supervisors for Fiscal Year 2027

Mr. Ward noted the meeting dates would be the first Thursday of each month at 1:00 p.m. at the River Strand Golf and Country Club. He noted the Resolution 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.

On MOTION made by Michael Fisher, seconded by John Wisz, and with all in favor, Resolution 2026-7 was adopted, and the Chair was authorized to sign.

SIXTH ORDER OF BUSINESS Staff Reports

I. District Attorney

No report.

II. District Engineer

No report.

III. District Manager

a) Important Board Meeting Dates for Balance of Fiscal Year 2026
– Seats 1, 3, & 5 Candidate Qualifying Period: June 8, 2026 – June 12, 2026
b) Financial Statement for period ending January 31, 2026 (unaudited)
c) Financial Statement for period ending February 28, 2026 (unaudited)

No report.

SEVENTH ORDER OF BUSINESS Supervisor's Requests

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

EIGHTH ORDER OF BUSINESS Public Comments

Mr. Ward asked if there were any public questions or comments.

A speaker (female) noted: This was a very important letter that went out to the community, and it was a little disappointing. In there it talked about the assessment on the Collier County tax bill. Obviously, that's an error. Someone should have proofread this document. The other thing is, where it says it's a three year period of assessment, that is an error also. It should have been five years. That's a big deal to people. You are telling all the people in River Strand this and the communication wasn't even accurate. I hope, going forward someone proofs this from your Board prior to it going out in the mail because those little errors should not have been on this document.

A speaker (male) noted: The way I understood the information sent to us after reading it was now our assessment was $844 dollars a year which comes on our tax bill for CDD North. Anything above that now has to go before the Board for a vote, and you're asking the Board to increase that amount to $1,014 dollars?

Mr. Ward: No. Your total assessment for operations is $835 dollars. That's what will be on your tax bill, plus, as you all know, you have a fixed capital assessment on your tax bill. The $1,013 dollars simply means if the Board in future years increases the budget over that amount then mailed notice will be sent out.

NINTH ORDER OF BUSINESS Adjournment

Mr. Ward adjourned the meeting at approximately 2:20 p.m.

On MOTION made by Michael Fisher, seconded by John Wisz, and with all in favor, the Meeting was adjourned.

Heritage Harbour North
Community Development District

Signature: James Ward
James Ward (Jun 8, 2026 10:37:04 EDT)
Email: wardj@pfm.com
James P. Ward, Secretary

Signature: Nancy Lyons
Nancy Lyons (Jun 8, 2026 14:00:54 EDT)
Email: ternanlyons@aol.com
Nancy Lyons, Chairperson

HHN - Minutes 04 02 2026

Final Audit Report 2026-06-08

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