## PINE TREE WATER CONTROL DISTRICT

**DECEMBER 11, 2025** 

**AGENDA PACKAGE** 

#### **Pine Tree Water Control District**

Board of Supervisors Staff:

Paul Brewer, President Bob Mayersohn, Vice President Neil Kanterman, Assistant Secretary Gary Rito, Assistant Secretary Michael Moser, Assistant Secretary Jennifer Goldyn, Director of District Services Camille Berloune, District Management Ruben Nesbitt, District Accountant Brian Sherman, Esq., District Counsel Warren R. Craven, District Engineer Shawn Frankenhauser, Field Manager

Regular Meeting Agenda Thursday, December 11, 2025 at 6:00 p.m. Call-in Number:1-646-838-1601 Phone Conference ID: 939495739#

1	Call to	Order a	nd Dal	l Call
١.	Call to	Orger a	na Koi	ı Can

- 2. Approval of Agenda
- 3. Audience Comments Three- (3) Minute Time Limit
- 4. Staff Reports
  - A. District Accountant
  - B. District Counsel
    - i. Ethics Training and Form 1 Reminder
  - C. District Engineer
  - D. District Manager

#### 5. Business Items

- 7. New Business and Supervisors' Requests
- 8. Adjournment

The next meeting is scheduled for Thursday, January 8, 2026, at 6:00 p.m.

#### **Access Agreement**

The Pine Tree Water Control District, hereinafter referred to as the "District," is the owner parcel located at CORAL CREEK REPLAT NO 3 160-25 B D M A # 4, as set forth in Exhibit "A," referred to herein as the Property.

The District hereby grants Cura Emergency Services, and their contractors, regulators, agents, representatives or affiliates ("Contractor") to enter upon the Property for the purpose of environmental assessment and restoration activities as directed or requested by the appropriate regulatory authority as a result a tragic an aviation incident which occurred at or near 5065 NW 57 Way, Coral Springs, FL 33067, on November 10, 2025, (the "Work").

#### Terms and Conditions:

- 1. **Scope of Work:** Permission is granted solely for the Work, and any related activities upon written approval from the District.
- 2. **Duration of Access:** Entry is permitted upon execution of this Form and shall continue for a period of ninety (90) days, which may be extended upon written agreement by the Parties for three (3) additional terms, provided the total term does not exceed one (1) year.
- 3. **Access Rights:** The District agrees to provide reasonable access to the Property and surrounding area during normal working hours.
- 4. **Insurance:** Contractor shall provide a copy of its insurance to the District, and if the coverage is acceptable to the District, Contractor shall provide the District with a Certificate of Insurance naming the District as an additional insured party.
- 5. **Indemnification:** Contractor hereby acknowledges that the District is not obligated or indebted to the Contractor for any services, reports, or compensation. To the extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless the District, its elected officials, consultants, contractors, agents, vendors, and affiliates, officers, and employees for any claims, damages or injury, of any type whatsoever, either to the Property or any improvements on, or a part of the Property, or to persons situated thereon to the extent caused by gross negligence of Contractor. The Contractor further agrees to indemnify, release, discharge, defend, and waive any and all actions, either legal or equitable, that might arise by reason of any gross negligence action of the Contractor while, or subsequent to, undertaking the Work or any necessary action related thereto. This paragraph shall survive the termination or expiration of this agreement. Nothing herein shall be considered a waiver of the District's sovereign immunity as provided by Section 768.28, F.S.
- 6. Contractor shall provide the District with all information, reports, tests, and any and all information related to the Work and related environmental impact of the November 10, 2025 aviation tragedy.

7. **Modification and Termination:** This agreement may only be amended in writing and signed by both parties. The District may revoke this authorization in writing prior at any time and for convenience.

By signing below, Contractor acknowledges that they have read and understand this Right of Entry Authorization and Indemnification Form, that they have legal authority to enter into this agreement.

	Acknowledgment and Authorization:
	Contractor, Cura Emergency Services
	Signature:  Name:  Title:  Date:
STATE OF FLORIDA )	
COUNTY OF BROWARD )	
presence or □online notarization,	as acknowledged before me by means of $\square$ physical, this, 20, by ho is personally known to me or $\square$ who has produced ation.
	Signature of Notary Public - State of Florida
	Print, Type of Stamp Commissioned Name of Notary Public
	For the Pine Tree Water Control District
	Signature: Berloune Camille District Manager Date:

#### **Access Agreement**

The Pine Tree Water Control District, hereinafter referred to as the "District," is the owner parcel located at CORAL CREEK REPLAT NO 3 160-25 B D M A # 4, as set forth in Exhibit "A," referred to herein as the Property.

The District hereby grants Cura Emergency Services, and their contractors, regulators, agents, representatives or affiliates ("Contractor") to enter upon the Property for the purpose of environmental assessment and restoration activities as directed or requested by the appropriate regulatory authority as a result a tragic an aviation incident which occurred at or near 5065 NW 57 Way, Coral Springs, FL 33067, on November 10, 2025, (the "Work").

#### Terms and Conditions:

- 1. **Scope of Work:** Permission is granted solely for the Work, and any related activities upon written approval from the District.
- 2. **Duration of Access:** Entry is permitted upon execution of this Form and shall continue for a period of ninety (90) days, which may be extended upon written agreement by the Parties for three (3) additional terms, provided the total term does not exceed one (1) year.
- 3. **Access Rights:** The District agrees to provide reasonable access to the Property and surrounding area during normal working hours.
- 4. **Insurance:** Contractor shall provide a copy of its insurance to the District, and if the coverage is acceptable to the District, Contractor shall provide the District with a Certificate of Insurance naming the District as an additional insured party.
- 5. **Indemnification:** Contractor hereby acknowledges that the District is not obligated or indebted to the Contractor for any services, reports, or compensation. To the extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless the District, its elected officials, consultants, contractors, agents, vendors, and affiliates, officers, and employees for any claims, damages or injury, of any type whatsoever, either to the Property or any improvements on, or a part of the Property, or to persons situated thereon to the extent caused by gross negligence of Contractor. The Contractor further agrees to indemnify, release, discharge, defend, and waive any and all actions, either legal or equitable, that might arise by reason of any gross negligence action of the Contractor while, or subsequent to, undertaking the Work or any necessary action related thereto. This paragraph shall survive the termination or expiration of this agreement. Nothing herein shall be considered a waiver of the District's sovereign immunity as provided by Section 768.28, F.S.
- 6. Contractor shall provide the District with all information, reports, tests, and any and all information related to the Work and related environmental impact of the November 10, 2025 aviation tragedy.

7. **Modification and Termination:** This agreement may only be amended in writing and signed by both parties. The District may revoke this authorization in writing prior at any time and for convenience.

By signing below, Contractor acknowledges that they have read and understand this Right of Entry Authorization and Indemnification Form, that they have legal authority to enter into this agreement.

	Acknowledgment and Authorization:
	Contractor, Cura Emergency Services
	Signature: Cameron Kerr  Name: Cameron Kerr  Title: Incident Manager  Date: 11/25/2025
STATE OF FLORIDA )	
COUNTY OF BROWARD )	
	n,thisday of,20,by who is personally known to me or □ who has produced ication.
	Signature of Notary Public - State of Florida
	Print, Type of Stamp Commissioned Name of Notary Public
	For the Pine Tree Water Control District
	Signature: Berloune Camille District Manager Date:





1300 Thomaswood Drive Tallahassee, Florida 32308 Telephone 850.385.0070 Facsimile 850.205.4501 www.gbkwlaw.com

\*Of Counsel †Board Certified in Real Estate ‡Board Certified in Elder Law ¥Also Licensed in Alabama

December 4, 2025

#### **VIA E-MAIL**

Pine Tree Water Control District c/o Brian J. Sherman, Esq. Goren Cherof Doody & Ezrol, PA 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 E-mail: BSherman@GorenCherof.com

Re: Engagement for Legal Services

Dear Mr. Sherman:

Thank you for selecting Gardner Bist King & Wood, LLP ("the Firm") to represent the Pine Tree Water Control District ("You" or "Client") to advise Pine Tree Water Control District regarding environmental compliance, reporting requirements, and remediation cost responsibilities in connection with November, 2025, plane crash impacting the Pine Tree Water Control District, including, but not limited to, properties located at NW 57 Way, Coral Springs, FL 33067 (Broward Co. Property ID No. 484112081170), NW 57 Drive, Coral Springs, FL 33067 (Broward Co. Property ID No. 484112081150), and Creekside Drive, Coral Springs, FL 33067 (Broward Co. Property ID No. 484112081160). This engagement letter describes the general terms and conditions that will govern our work for you.

#### **Case Management**

Mr. Sidney C. Bigham III, Esq., and Mr. Tinothy J. Perry, Esq. will have primary responsibility for the Firm's work for you. During the course of our representation, we will coordinate with you about this matter. We also will request your guidance and direction about various matters. Of course, you should feel free to contact us at any time if you have any questions about our work or the status of your matter.

#### Fees for Services and Cost Reimbursement

The Firm will charge Pine Tree Water Control District for actual time expended in connection with this matter. Our current rates for the District, which represent substantial discounts from our normal rates, are \$350 per hour. These rates will not be increased before January 1, 2027.

To the extent necessary, the Firm will also charge for reimbursement of certain out- of-pocket costs and expenses, together with applicable taxes, if any, including: photocopying costs, telecopying costs, all reasonable travel expenses (coach class for domestic air flights and mileage reimbursement at the then-current rate authorized by the U.S. Internal Revenue Service or by Florida Statutes, whichever is less), express courier service (e.g.,Federal Express) charges, extraordinary postage (Express Mail or postage expenses for a large-volume mailing), computer research charges, court reporting fees, filing fees, and recording costs. In the event unusually large costs or expenses are anticipated, we may either request an advance deposit to cover such expenditures or - request that you pay for such items directly. With respect to experts, our normal practice is to assist clients in identifying and recruiting such experts, but to have the experts enter separate contracts with you and bill you separately and directly for their services. We understand that the City may have specific billing protocols and requirements as to documentation that must accompany our invoices, and we agree to conform to and abide by all reasonable protocols and related requirements.

We are sensitive to the cost of legal services and we understand that every client wishes to avoid unnecessary expenses. Accordingly, we will use our best efforts to ensure that our work for the City is performed as efficiently and cost-effectively as possible.

#### **Payment of Fees and Costs**

No initial retainer payment is required for this representation. Invoices for fees and costs will be submitted to you monthly, shortly after the first of each month, and we expect payment within 30 days. If you have any problem with any bill at any time, please contact us and we will work with you to resolve it.

#### **Commencement of Representation**

My signature below confirms the Firm's agreement to the engagement on the terms set forth above. We hope that our proposal is acceptable to you. If it is, please sign this engagement letter in the space provided below and then return the signed letter to me. Signatures may be sent to us by mail or email. Thank you again for the opportunity to be of service. Please feel free to call us (850-385-0070) or e-mail me (sid@gbkwlaw.com) at any time if you have any questions. We look forward to working with you on this matter.

Cordially yours,

GARDNER BIST KING & WOOD, LLP

Sidney C. Bigham III, Esq.

For the Firm

By signing below, you acknowledge that you have read this agreement, you have the authority to enter this agreement for the Client, and that the Client agrees to be bound by the terms of this Engagement.

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2025

Pine Tree Water Control District

By: Camille Berloune

Title: District Manager, Pine Tree Water Control

District

### AGREEMENT FOR UNIFORM COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS

THIS AGREEMENT made and entered into this 29th day of October, 2025, by and between the Pine Tree Water Control District ("District"), whose address is 11555 Heron Bay Boulevard, Suite 201, Coral Springs, Florida 33076 and the Honorable Abbey Ajayi, the state-constitution Tax Collector in and for the Broward County political subdivision, whose address is 115 S. Andrews Avenue, A100, Fort Lauderdale, Florida 33301 ("Tax Collector").

#### SECTION I Purpose

- 1. The District is authorized to impose and to levy, and by appropriate Resolution has expressed its intent to use the statutory uniform methodology form of collection of, non-ad valorem assessments for certain projects or improvements ("Assessments"), by Chapter 76-441, as amended, Laws of Florida, Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, and rules adopted by the District, and other applicable provision of law.
- 2. The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall, pursuant to Section 197.3632, Florida Statutes, collect and enforce those certain non-ad valorem special assessments imposed and levied by District.
- 3. District acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem assessments, including the District's "Assessments," and that it is the sole responsibility and duty of the District

to follow all procedural and substantive requirements for the imposition and levy of constitutionally lienable non-ad valorem assessments, including the Assessments.

### SECTION II Term

The term of this Agreement shall commence upon execution, effective for 2025, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the District shall inform the Tax Collector, as well as Property Appraiser and the Department of Revenue, by January 10<sup>th</sup> of that calendar year, that the District intends to discontinue to use the uniform methodology for such Assessments using form DR-412 promulgated by the Florida Department of Revenue.

## SECTION III <u>Duties and Responsibilities of District</u>

The District shall:

- 1. Reimburse the Tax Collector for the actual costs of collection of the non-ad valorem assessments, which reimbursement amount will not exceed two (2) percent of the amount of the Assessments collected and remitted pursuant to Section 197.3632(8)(c), Florida Statutes;
- 2. Reimburse Tax Collector for necessary administrative costs for the collection and enforcement of the Assessments by the Tax Collector under the uniform methodology, pursuant to Section 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

- 3. Pay for or alternatively reimburse the Tax Collector for any separate tax bill (not the tax notice) necessitated by any subsequent inability of the Tax Collector to merge the non-ad valorem special assessment roll as certified pursuant to Section 197.3532(7), Florida Statutes, and Rule 12D-18.004(2) Florida Administrative Code.
- 4. Upon being billed timely, pay directly for necessary advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida statutes, and Rule 12D-18.004(2), Florida Administrative Code.
- 5. Timely certify the applicable non-ad valorem assessment roll to the Tax Collector in accordance with the requirements of Section 197.3632(10), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.
- 6. To the extent provided by law, indemnify and hold harmless Tax Collector to the extent of any legal action which may be filed in local, state or federal courts or administrative agency against Tax Collector regarding the imposition, levy, roll preparation and certification of the Assessments; District shall pay for or reimburse Tax Collector for fees and costs (including attorney's fees and costs) for services rendered by the Tax Collector with regard to any such legal action.

## SECTION IV Duties of the Tax Collector

- The Tax Collector shall take all actions legally required to collect the Assessments pursuant in accordance with Chapter 197, Florida Statutes.
- 2. The Tax Collector agrees to cooperate with the District in implementation of the uniform methodology for collecting Assessments pursuant to and as limited by Sections 197.3632 and 197.3635, Florida Statutes.

3. If the Tax Collector discovers errors or omissions on such roll, Tax Collector may request that the District file a corrected roll or a correction of the amount of any assessment. The District shall bear the cost of any such error or omission.

4. Tax Collector hereby agrees to accept Intent Resolution No. 90-1 attached hereto and incorporated as part of this agreement as Exhibit A, as required by Section 197.3632(3)(a), Florida Statutes.

#### SECTION VI Miscellaneous

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, except in writing and signed by the parties hereto.

- 2. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.
  - 3. This Agreement shall be governed by the laws of the State of Florida.
- 4. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute but one and the same instrument.
- 5. Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:

a. As to Tax Collector: Hon. Abbey Ajayi

Broward County Tax Collector 115 S. Andrews Avenue, A100 Fort Lauderdale, FL 33301

With a copy to: Timothy R. Qualls, Esq.

Young Qualls, P.A. Post Office Drawer 1833 Tallahassee, FL 32302-1833 b. As to District: Paul Brewer, President

Pine Tree Water Control District

9700 N.W. 52 Street Coral Springs, Florida

With a copy to: Sandra Demarco, District Manager

Pine Tree Water Control District

9700 N.W. 52 Street Coral Springs, Florida

Donald J. Doody, Esq.

Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Blvd., Ste. 200

Fort Lauderdale, Florida 33308

# REMAINDER OF PAGE INTENTIONALLY LEFT BLANK [SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:	BROWARD COUNTY TAX COLLECTOR
Signature	Abbey Ajayi, Tax Collector
Printed Name	Date
ATTEST: Director	PINE TREE WATER CONTROL DISTRICT
Signature	Paul Brewer, President
Printed Name	Date



#### RESOLUTION 90-1

Resolution of the Board of Supervisors of the Pine Tree Water Control District Expressing its Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non Ad Valorem Assessments which hereinafter may be Levied by the District in Accordance with the Provisions of Chapter 197.3632 F.S.; and Providing an Effective Date:

WHEREAS, the Pine Tree Water Control District was established pursuant to the provisions of Chapter 85-391 Laws of Florida which authorizes the District to levy certain taxes which include benefit taxes and maintenance taxes and further authorizes the Board to levy special assessments for the construction or reconstruction of assessable improvements authorized by Chapter 85-391 Laws of Florida; and

WHEREAS, the above referenced taxes are not considered to be ad valorem in nature and therefore, are subject to the provisions of Chapter 197.3632 F.S. in which State of Florida through its legislature has provided a uniform method for the levying, collection and enforcement of such non ad valorem assessments; and

WHEREAS, pursuant to Chapter 197.3632 F.S. the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Broward County for four consecutive weeks preceding said hearing;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPER-VISORS OF THE PINE TREE WATER CONTROL DISTRICT

- 1. The Pine Tree Water Control District upon conducting its public hearing as required by Chapter 197.3632 F.S. hereby expresses its intent to use the uniform method of collecting its benefit & maintenance tax, a non ad valorem assessment which is levied annually by the District pursuant to the provisions of Chapter 85–391 Laws of Florida for the purpose of paying principal and interest on its bonded indebtedness and operating and maintaining its water management system within the boundaries of the District as described in the attached legal description which is made a part of this Resolution as Exhibit "A".
- 2. This Resolution shall become effective upon its passage and the District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Broward County and the Department of Revenue of the State of Florida with a copy of this Resolution on or before January 10, 1990.

PASSED AND ADOPTED THIS 28th DAY OF NOVEMBER, 1989.

Sylvia Portier Sylvia Poitier Secretary

Jim Fortner President

CHAPTER 85-331 CHAPTER 85-191 LAWS OF FLORIDA

Florida Statutes or any other law, for the construction of any improvements, works or facilities, for the assessment of benefits and damages or for the borrowing of money shall not be impaired or avoided by this Act, but shall be continued and completed in the name of the law for the former backeries. of the Pine Tree Water Control District.

Section 2. Boundaries. -- The boundaries of the District shall be:

A portion of Township 48 South, Range 41 East, beginning at the Southeast corner of Section 1, run West along the South line of Section 1 and Section 2 of said Township and Range to the North extension of the East lines of and Range to the North extension of the East lines of Tracts 16, 15 and 14 of Section 11, as recorded in Plat Dook 1, Page 102, Public Records of Palm Beach County, Plorida; thence, South along the said extension and the East line of said Tract 14; thence west along the South line of said Tract 14; thence west along the South line of said Tract 14 and its extension to the West line of Section 11; thence, North along the West line of Section 11; thence, North along the West line of Section 2 to the West quarter corner of Soction 2; thence, East along the North line of the South half (S 1/2) of said Section 2 to the West line of Section 1; thence, North along the West line of Section 1; thence, North along the South half (S 1/2) of said Section 1 220 feet South of the Northwest corner of said Section 1; thence, East and parallel to the North line of said Section 1 adistance of 1320 feet; thence North and parallel to the West line of said Section 1 distance of 1320 feet; thence Least along the North line of said Section 1 to the North line of Section 1 to the North along the Least line of Section 1 to the Southeast corner of said Section 1 to the Southeast corner of said Section 1 to the Southeast corner and the Northeast corner of said Section; thence, South along the Lest line of Section 1 to the Southeast corner and the point of beginning.

#### TOGETHER WITE:

Portions of Section 35, Township 47 South, Range 41 East, Section 1, rownship 48 South, Range 41 East, and Section 2, Township 46 South, Range 41 East, lying within the following described boundaries:

CHAPTER 85:331 LAWS OF FLORIDA CHAPTER 85:39:

said Section 3h; thence, East along the North line of Section 1, Township 48 South, Rainge 41 East, a distance of 1320 feet; thence, Southerly on a line parallel to the East line of Section 2, Township 48 South, Rainge 41 East, a distance of 1320 feet; thence, Westerly on a line parallel to the Mortaline of said Section 1 to a point parallel to the Mortaline of said Section 1 to a point a distance of 1960 Teet; themne, Westerly on a line parallel to the North line of said Section 1 to a point on the Kast line of the said Section 2; thence, South along the East line of said Section 2; thence, South along the East line of said Section 2 to the Southeast corner of the Northeist quarter of the said Section 2; thence, West along the South line of the Northeast quarter of the said Section 36. Township 47 South, Range 41 East, lying South of the South right-of-way line of the Millsboro Canal; and all of Section 11, Township 48 South, Range 41 East, less Tracts 14, 15 and 16. according to the Plat of MIORIDA WRUIT LANDS COMPANT'S SUBJIVISION NO. 2, as recorded in Plat Book 1, Page 192 of the Public Records of Palm Beach County, Florida; And all of Section 12, Township 48 South, Range 41 East; said lands situate, lying and being in Broward County, Florida.

Section 3. Applicability of Certain Provisions of Chapter 296, Fiorida Statutes, to the Pine Tree Water Control District; Inconsistent Laws Inapplicable.—The provisions of Chapter 298, Florida Statutes, and all amendments thereto, now existing or horsafter enacted, are declared to be applicable to the Pine Tree Water Control District insofer as not inconsistent with the Provisions of this Act or any subsequent Special Acts relating to the Pine Tree Water Control District. NowWithstanding the foregoing, the provisions of ss. 298.11, 298.12 and 298.54, Florida Statutes, and smeadments thereto, shall not be applicable to the Pine Tree Water Control District. Control District.

Section 4. Definitions. --Unless : context shall indicate otherwise, the following words as used in this Act shall have the following meanings:

- "Assessable improvements" includes, without limitation, any and all public improvements that the District is empowered to provide in accordance with this Act.
- (2) "Bond" includes "certificate," and provisions applicable to bonds shall be equally applicable to certificates. "Bond" includes general obligation bonds, assessment ionds, refunding bonds, revenue hands and such other obligations in the nature of bonds as are provided for in this Act, as the car in yet.
- (1) "Board" means the Board of 1 pervisors of the Pine Tree Water Control District, or if such Doard 8. All be applied, the board, body or commission succeeding to it principal functions thereof to when the powers given by this Act to the Board shall be given by
- (4) "Cost," when used with reference to any project, includes, but is not limited to, the expenses of determining the feasibility or practicability of acquisition, construction or reconstruction; the cost of surveys, estimates, plans and specifications; the cost of acquisition, construction or reconstruction; the cost of improvements; engineering, fiscal and legal expenses and charges; the cost of all labor, materials, machinery and equipment; the cost of

#### October 1, 2024 – September 30, 2025

#### 1. Community Communication and Engagement

#### **Goal 1.1: Public Meetings Compliance**

**Objective:** Hold at least four regular Board of Supervisor ("Board") meetings per year to conduct District-related business and discuss community needs.

**Measurement:** Number of public Board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of four Board meetings were held during the fiscal year.

**Achieved:** Yes □ No □

#### **Goal 1.2: Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to the District's website, publishing in local newspaper of general circulation, and or via electronic communication.

**Standard:** 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (e.g., newspaper, District website, electronic communications).

**Achieved:** Yes □ No □

#### **Goal 1.3: Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management or third party vendor.

Achieved: Yes  $\square$  No  $\square$ 

#### 2. Infrastructure and Facilities Maintenance

## Goal 2.1: Field Management and/or District Management Site Inspections Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

**Measurement:** Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described within District Management services agreement

**Achieved:** Yes □ No □

#### Goal 2.2: District Infrastructure and Facilities Inspections

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one inspection completed per year as evidenced by district engineer's report related to District's infrastructure and related systems.

**Standard:** Minimum of one inspection was completed in the fiscal year by the District's engineer.

**Achieved:** Yes  $\square$  No  $\square$ 

#### 3. Financial Transparency and Accountability

#### **Goal 3.1: Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on the District's website and/or within District records.

**Standard:** 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District's website.

**Achieved:** Yes □ No □

#### **Goal 3.2: Financial Reports**

**Objective:** Publish to the District's website the most recent versions of the following documents: Florida Auditor General link (<a href="https://flauditor.gov/">https://flauditor.gov/</a>) to obtain current and past Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Florida Auditor General link (<a href="https://flauditor.gov/">https://flauditor.gov/</a>) to the Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

**Standard:** District's website contains 100% of the following information: Department of Financial Services link to obtain Annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes □ No □

#### Goal 3.3: Annual Financial Audit

Pine Tree Water Control District

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the Florida Auditor General link (<a href="https://flauditor.gov/">https://flauditor.gov/</a>) to the results to the District's website for public inspection, and transmit to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing Board approval and annual audit is available on the District's website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District's website and transmitted to the State of Florida.

<b>Achieved:</b> Yes □ No □		
SIGNATURES:		
President:	Date:	
Printed Name:		
Pine Tree Water Control District		
District Manager:	Date:	
Printed Name:		

#### MINUTES OF MEETING PINE TREE WATER CONTROL DISTRICT

A regular meeting of the Board of Supervisors of the Pine Tree Water Control District was held on Thursday, October 9, 2025 at 6:00 p.m. at Parkland City Hall, 6600 University Drive, Parkland, Florida.

Present and constituting a quorum were:

Paul Brewer President

Neil KantermanAssistant SecretaryMichael MosserAssistant SecretaryGary RitoAssistant Secretary

Also present were:

Camille BerlouneDistrict ManagerBrian ShermanDistrict CounselWarren CravenDistrict EngineerShawn FrankenhauserField Manager

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

#### FIRST ORDER OF BUSINESS

#### Call to Order and Roll Call

Ms. Berloune called the meeting to order and called the roll. A quorum was established.

#### SECOND ORDER OF BUSINESS

**Approval of Agenda** 

On MOTION by Mr. Brewer seconded by Mr. Kanterman with all in favor, the agenda was approved as presented. 4-0

#### THIRD ORDER OF BUSINESS

**Audience Comments** 

• None.

#### FOURTH ORDER OF BUSINESS

**Organizational Matters** 

- A. Consideration of Resolution 2026-01, Designation of Officers
- Ms. Berloune outlined the Resolution.

On MOTION by Mr. Brewer seconded by Mr. Kanterman with all in favor, Resolution 2026-01, Designating Officers with Mr. Paul Brewer, President; Mr. Bob Mayersohn, Vice President; Mr. Gary Rito, Mr. Neil Kanterman and Mr. Michael Moser, Assistant Secretaries; Ms. Leah Popelka, Treasurer; Ms. Angel Montagna, Assistant Treasurer; Ms. Jennifer Goldyn, Secretary; and Ms. Camille Berloune, Assistant Secretary was adopted. 4-0

#### FIFTH ORDER OF BUSINESS

#### **Staff Reports**

- **A.** District Counsel
- None.

#### **B.** District Engineer

- Mr. Craven presented his report. He noted in order to take advantage of the waived mobilization charger, he recommended moving forward with the Erosion Restoration at the control structure.
- He discussed proposal from Arbor Tree and Land (ATL).

On MOTION by Mr. Brewer seconded by Mr. Kanterman with all in favor, Arbor Tree and Land (ATL) proposal to place rubble riprap at both corners of the District's control structure at Lox Road in the amount of \$34,625 was approved. 4-0

#### C. District Manager

• None.

#### SIXTH ORDER OF BUSINESS

#### **Business Items**

A. Consideration of Resolution 2026-02, Adopting Goals and Objectives

On MOTION by Mr. Brewer seconded by Mr. Moser with all in favor, Resolution 2026-02, Adopting Goals, Objectives, and Performance Measures and Standards; Providing a Severability Clause; and Providing an Effective Date was adopted as amended to remove the wording "at least four" meetings under Goal 1.1 and amend to "Regular Meetings." 4-0

#### SEVENTH ORDER OF BUSINESS

#### **Business Administration**

A. Consideration of the Minutes of the Meeting held on August 14, 2025

On MOTION by Mr. Brewer seconded by Mr. Kanterman with all in favor, the Minutes of the Meeting held on August 14, 2025 was approved as presented. 4-0

October 9, 2025

#### EIGHTH ORDER OF BUSINESS

**New Business and Supervisors' Requests** 

• None.

#### NINTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Brewer seconded by Mr. Kanterman with all in favor, the meeting was adjourned at 6:22 p.m.

Secretary/Assistant Secretary
Paul Brewer
President