

Pine Tree Water Control District

March 12, 2026

Agenda Package

11555 HERON BAY SUITE 201
CORAL SPRINGS, FLORIDA 33076

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

PINE TREE WATER CONTROL DISTRICT

Board of Supervisors

Paul Brewer, President
Bob Mayersohn, Vice President
Neil Kanterman, Assistant Secretary
Gary Rito, Assistant Secretary
Michael Moser, Assistant Secretary

Staff:

Jennifer Goldyn, Director of District Services
Camille Berloune, District Management
Ruben Nesbitt, District Accountant
Catalina Martinez, District Administrative Assistant
Brian Sherman, Esq., District Counsel
Warren R. Craven, District Engineer
Shawn Frankenhauser, Field Manager

REGULAR MEETING AGENDA

Thursday, March 12, 2026, at 6:00 p.m.

Call-in Number: 1-646-838-1601

Phone Conference ID: 939495739#

1. **Call to Order and Roll Call**
2. **Approval of Agenda**
3. **Audience Comments – Three- (3) Minute Time Limit**
4. **Staff Reports**
 - A. District Accountant
 - i. Acceptance of Motion to Assign Fund BalancePage 3
 - B. District Counsel
 - C. District Engineer
 - D. District Manager
5. **Business Items**
 - A. Consideration of Resolution 2026-04; Authorizing Bank Account SignatoriesPage 4
 - B. Consideration of Resolution 2026-05; General Election FY 2026Page 5
 - C. Consideration of the 2026 Election AgreementPage 8
6. **Business Administration**
 - A. Consideration of the Minutes of the Meeting held on February 12, 2026Page 19
7. **New Business and Supervisors' Requests**
8. **Adjournment**

The next meeting is scheduled for Thursday, April 9, 2026, at 6:00 p.m.

District Office:

Inframark, Community Management Services
11555 Heron Bay Boulevard, Suite 201
Coral Springs, Florida 33076
954- 603-0033

Meeting Location:

Parkland City Hall
6600 University Drive
Parkland, Florida

PINE TREE WCD

Motion: Assigning Fund Balance as of 09/30/25

The Board hereby assigns the FY 2025 Reserves as follows:

	<u>FY2025</u>
Operating Reserves	\$ 161,066
Reserves - Equipment	67,000
Reserves - Hurricane	1,400,000
Reserves -Infrastructure	121,004
Total Assigned Reserves	<u>\$ 1,749,070</u>

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PINE TREE WATER CONTROL DISTRICT DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT’S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Pine Tree Water Control District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely Broward County; and

WHEREAS, the District’s Board of Supervisors (the “Board”) has selected a depository as defined in Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the Board desires now to authorize signatories for the operating bank account(s).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PINE TREE WATER CONTROL DISTRICT:

Section 1. The Secretary and Treasurer are hereby designated as authorized signatories for the operating bank accounts of the District.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 17th DAY OF FEBRUARY 2026

ATTEST:

PINE TREE WATER CONTROL DISTRICT

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PINE TREE WATER CONTROL DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE BROWARD COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Pine Tree Water Control District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within unincorporated Broward County, Florida; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Broward County Supervisor of Elections (“**Supervisor**”) to conduct the District’s elections by the qualified electors of the District at the general election (“**General Election**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PINE TREE WATER CONTROL DISTRICT:

1. **GENERAL ELECTION SEATS.** Seat 3, currently held by Paul Brewer scheduled for General Election on November 3, 2026, for four-year terms. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year.
2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Broward County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.
3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.
4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years for Seats 3. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election on November 3, 2026. The District understands that it will be responsible to pay its proportionate share of the General Election cost and agrees to pay the same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 12th day of March, 2026.

**PINE TREE WATER CONTROL
DISTRICT**

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Exhibit A: Notice of Qualifying Period

Exhibit A:
Notice of Qualifying Period

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
PINE TREE WATER CONTROL DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Pine Tree Water Control District (“District”) will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Broward County Supervisor of Elections located at 115 S Andrews Avenue, Rm 102, Fort Lauderdale, FL; 954-357-8683. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with Broward County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Pine Tree Water Control District has one (1) seat up for election, specifically seat 3. The seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the Broward County Supervisor of Elections.



**ELECTION AGREEMENT FOR PINE TREE WATER CONTROL DISTRICT A BROWARD COUNTY
INDEPENDENT SPECIAL DISTRICT**

This Election Agreement is between the Broward County Supervisor of Elections, a Broward County Constitutional Officer (“Supervisor”), and Pine Tree Water Control District, an independent special district as defined in Section 189.012, Florida Statutes (“District”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor’s duties, functions, and responsibilities are the engagement, training, and assigning of Poll Workers (as hereinafter defined), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes.

B. Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist District in selecting and training Poll Workers and conducting its election(s) in Broward County, Florida; and pursuant to Section 189.04(2)(a), District desires to delegate to Supervisor the power, duty, and authority to conduct District’s election(s) under the terms, conditions, and provisions of this Agreement.

C. Pursuant to Section 100.011(4), District is responsible for the costs associated with conducting its elections, or its proportionate share, including without limitation all “election costs” as defined in Section 97.021(15), Florida Statutes.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. Applicable Law means all applicable federal, state, county, municipal, or other government entity laws, rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapter 189 of the Florida Statutes on the conduct of special district elections, the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.

1.2. Broward County Supervisor of Elections or Supervisor means Joe Scott in his official capacity as the Broward County Supervisor of Elections or the then-current duly elected or appointed successor, as applicable.

1.3. Election Fees means all fees, costs, charges, and expenses associated with the District Elections and Supervisor’s performance of the Election Services, including without limitation

“election costs” as defined in Section 97.021(15), Florida Statutes, and amounts paid or due to Poll Workers.

1.4. Election Services means the duties, functions, obligations, and work required by Supervisor to conduct the District Elections and any additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.5. District Election(s) means the District’s elections within the scope of Article 2 of this Agreement or within the scope of any amendment to this Agreement.

1.6. Poll Worker(s) means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Locations on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on Supervisor’s website at BrowardVotes.gov.

1.7. Polling Location(s) means a building, including any portion thereof, designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

1.8. Stand-Alone Election(s) means a District Election held when only District’s candidates or questions are on the ballot, or when no other federal or state election is being held.

ARTICLE 2. SCOPE OF ELECTION SERVICES

2.1. District Elections. District hereby engages Supervisor to perform Election Services in connection with the District’s Elections scheduled to occur on November 3, 2026. If District desires Supervisor to perform Election Services for any additional elections (“Additional Elections”), the terms, conditions, and services relating to such Additional Elections shall be agreed to by both Parties and set forth in an amendment executed pursuant to the terms of this Agreement.

2.2. Cost Estimates. District acknowledges receipt of and has no objections to the current estimate of the Election Fees associated with the applicable District Elections, attached to this Agreement as Exhibit A (“Cost Estimate”). The Cost Estimate is subject to adjustment based on the actual costs incurred by Supervisor and does not include other necessary costs as provided for in Section 3.8 of this Agreement, if any.

2.3. Final Invoice. For each District Election, Supervisor will provide District with a final invoice, which includes the actual Election Fees associated with the applicable District Election, within six (6) months after the date of the applicable District Election (“Final Invoice”).

2.4. Polling Locations. Except as otherwise provided in Section 3.2 and Applicable Law, Supervisor shall select and designate Polling Locations (including early voting locations) in Supervisor’s sole and absolute discretion.

2.5. Poll Workers. Except as otherwise provided by Applicable Law, Supervisor shall select, assign, and train an appropriate number of Poll Workers for the District Elections, as determined by Supervisor in Supervisor’s sole and absolute discretion.

2.6. Payment of Poll Workers. Supervisor shall set the amount of any stipends or pay rate, as applicable, for Poll Workers and pay Poll Workers in accordance with Applicable Law.

2.7. County Voting System. Except as otherwise required by Applicable Law, Supervisor shall use Broward County's current voting equipment and systems in the performance of the Election Services, and Supervisor shall determine, in Supervisor's sole and absolute discretion, the manner in which to use such voting systems and the type and number of such equipment to be used for each applicable District Election.

2.8. Vote by Mail. If the District Elections will be conducted during a federal or state election, Supervisor shall provide vote by mail/absentee ballots to District's residents in the same manner as the federal or state election pursuant to Applicable Law. Vote by mail ballots for any Stand-Alone Election shall be subject to Supervisor's sole and absolute discretion, and District shall pay Supervisor for any fees and costs associated with any such vote by mail operations and materials

ARTICLE 3. DISTRICT'S OBLIGATIONS

3.1. Supervisor's Compensation and Method of Payment. Except as otherwise provided in Exhibit A, District shall pay Supervisor the Election Fees incurred and any other necessary costs as provided for in Section 3.8 for each applicable District Election. District shall timely pay Supervisor all amounts invoiced by Supervisor within thirty (30) days after receipt of Supervisor's Final Invoice. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's authorized designee. District's payment obligation includes all Election Fees incurred by Supervisor, including any other necessary costs as provided for in Section 3.8 herein, which may be in excess of the Cost Estimate attached as Exhibit A or otherwise provided to District by Supervisor.

3.2. Polling Locations.

3.2.1. District Elections During Countywide Elections. For District Elections conducted during a countywide election, the Polling Locations shall be the same polling locations and precincts designated for the applicable county, state, or federal election; which locations will be determined and the terms for use negotiated by Supervisor in Supervisor's sole and absolute discretion.

3.2.2. Stand-Alone Elections. Not less than sixty (60) days prior to election day for the Stand-Alone Election, or the first day of Early Voting for the Stand-Alone Election, as applicable, District may provide in writing to Supervisor proposed Polling Locations for such District Election. For Polling Locations proposed by District, District shall provide to Supervisor copies of the rental agreements or other documentation for the utilization of the Polling Locations in the form and in the manner requested by Supervisor. Proposed Polling Locations shall be subject to final review and approval by Supervisor.

3.2.3. Use of Polling Locations. For each applicable District Election, Supervisor shall pay the rental costs and fees for the use of Polling Locations and such costs shall be included in the Election Fees set forth in the Cost Estimate and the Final Invoice for reimbursement by District.

3.2.4. District's Additional Responsibilities for Polling Locations. District is responsible for: (a) providing any additional security requested by District for the Polling Location(s); (b) fully cooperating with Supervisor to comply with any Applicable Law related to the Polling Location(s), including any standards or guidelines from the Florida Secretary of State; (c) ensuring compliance with Supervisor's then-existing security standards for Polling Locations; (d) entering into written

use, license, or other rental agreements for the use of the sites on the terms and conditions set forth in any form(s) provided by Supervisor for such purpose or otherwise approved in advance by Supervisor; and (e) to the extent District owns, leases, sublets, or otherwise operates the Polling Location, the repair and maintenance of the Polling Location(s) in good structural and safe condition in compliance with Applicable Law, including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act and ensuring that the Polling Locations comply with all other Applicable Laws.

3.2.5. Polling Location Changes. District shall be responsible for and shall pay all costs incurred by Supervisor as a result of any Polling Location changes requested by District, including all costs associated with providing written notice to voters.

3.3. Cooperation with Supervisor. District shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with Supervisor's performance of the Election Services and any other applicable duties and obligations under this Agreement.

3.4. No Legal Advice; District's Responsible Person. District shall be responsible for obtaining its own legal advice and determinations of Applicable Law related to the District Elections, including candidate qualifications and eligibility, petitions, referendums, and special elections. District acknowledges and agrees that Supervisor has no obligation to and expressly disclaims the provision of any legal advice, legal opinions, and legal guidance to District in connection with the performance of Supervisor's obligations under this Agreement. Prior to each District Election, District shall identify in writing and provide to Supervisor the contact information for the District's Clerk or other official(s) who shall act as Supervisor's point of contact for District and who shall also be the District's official responsible for ensuring the performance and oversight of District's obligations in this Agreement with regard to the District Election under the Florida Election Code, and under District's governing documents, charter, or ordinances ("District's Responsible Person"). Notwithstanding the foregoing, except as otherwise required by the Florida Election Code or other Applicable Law, District agrees and acknowledges that Supervisor does not consent to and is not bound by any statute, District's governing documents, charter, or ordinance that provides for the delegation of duties to Supervisor unless such duties are expressly provided for in this Agreement or consented to by Supervisor in writing. Except as otherwise required by Applicable Law, any obligations or duties not set forth in this Agreement shall be the sole responsibility of District.

3.5. Candidate Qualifications. Unless otherwise provided by Applicable Law, candidates seeking a District seat shall qualify with the Supervisor as required by Chapter 99. District acknowledges that Supervisor's role as a qualifying officer is ministerial only, and Supervisor makes no determinations on a candidate's eligibility

3.6. Notifications and Election Ads Required by Law. Supervisor shall prepare and arrange for publication in English, Spanish and Creole all election advertising and notices required under the Florida Election Code, directives and guidance from the Florida Secretary of State, and applicable state and federal laws. For all other election advertising and public notices, including without limitation, applicable recount notices and any other required notices to candidates, political parties, and political committees, District shall be responsible for the preparation and publication in English, Spanish and Creole of all such materials.

3.7. Ballots; Other Election Material; and Translations. No later than the first day of District's candidate qualifying period or such earlier date as required by Supervisor to timely prepare the ballots and perform the Election Services, District shall promptly furnish to Supervisor all ballot information in English, Spanish, and Creole, including any referendum titles, explanations, or questions. District shall be solely responsible for all translation costs. Further, District agrees to promptly approve layout and ballot proof(s) provided by Supervisor, and District shall be responsible for and shall ensure that all District Election materials, including required notices and ballots, are accurate and legally sufficient.

3.8. Other Necessary Costs. District shall reimburse Supervisor for any additional costs or fees not otherwise expressly provided for in this Agreement incurred as a result of the District Election, including without limitation, costs associated with conducting a recount or runoff, attorneys' fees and costs incurred by Supervisor in any matter related to the District Election, and costs caused by any negligence, mistake, or intentional act or omission by District, its employees, officers, commissioners, or agents.

ARTICLE 4. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5. NOTICES AND PUBLIC RECORDS

5.1. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

Notices to Supervisor:

Attn: Joe Scott, Supervisor of Elections
4650 NW 21st Avenue
Fort Lauderdale, Florida 33309
E-mail: jscott@browardvotes.gov

With a copy to: Shameika.w@browardvotes.gov

Broward County Attorney's Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

Notices to District:

Attn: _____ (name and title)

Email address: _____

With a copy to:

Email address: _____

5.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. In providing the Election Services, Supervisor does not assume and expressly disclaims any designation or delegation as custodian of District’s election records. In the event of an election contest or challenge, Supervisor agrees to cooperate in providing any public records that Supervisor maintains or otherwise controls.

ARTICLE 6. DISPUTES; GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

6.1. Dispute Resolution; Attorneys’ Fees. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys’ fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels.

6.2. Law, Jurisdiction, Venue, Waiver of Jury Trial. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 7. TERM; TERMINATION

7.1. Agreement Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be from the date of its full execution (the “Effective Date”) until sixty (60) days after the election results have been certified, all vote processing equipment has been returned to Supervisor’s warehouse, and any post-election audit or reconciliation, if required under Applicable Law, has been completed for the last District Election covered by this Agreement.

7.2. Termination for Convenience. Unless a District Election is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall be not less than thirty (30) days after the date of

such written notice. If this Agreement is terminated, Supervisor shall be paid for the Election Fees incurred through the effective date of termination and any other necessary costs provided for in Section 3.8. The payment obligations of District under this Agreement shall survive expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.2. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.3. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4. Amendments. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.5. No Third-Party Beneficiaries. Neither Supervisor nor District intends to primarily benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6. Joint Preparation and Interpretation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

8.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or

incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

8.9. Independent Contractor. Supervisor is acting as an independent contractor for District in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10. Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8.12. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and DISTRICT, signing by and through its [INSERT TITLE OF DISTRICT'S AUTHORIZED SIGNER] duly authorized to execute same.

SUPERVISOR

By: _____
Joe Scott, Broward County Supervisor of Elections

__ day of _____, 202_

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

**ELECTION AGREEMENT FOR _____
A BROWARD COUNTY INDEPENDENT SPECIAL DISTRICT**

DISTRICT

ATTEST:

, District's Clerk

By: _____

_____ day of _____, 202__

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the Parties:

, District Attorney

EXHIBIT A - Special District Election Cost Estimate

Description	Cost per registered voter in District (per election)
Election Fees for candidate only District Elections held in conjunction with November 2026 General Election:	\$0
<p align="center">With Ballot Question(s) Each Extra Ballot Page Side</p>	<p align="center">\$2.79 \$0.15</p>
<p>Stand-Alone Election held on _____ Each Extra Ballot Page Side Optional Early Voting</p>	<p align="center">\$2.79 \$0.15 Number of days of early voting x (\$2.79 x number of registered voters)</p>
<p>Estimate of District's Total Number of Registered Voters as of (Date): 9,746</p>	<p>Estimated Cost for November 2026 General Election: \$0.00</p> <p>Estimated cost with ballot question(s) plus extra ballot pages:</p> <p><u>\$27,191.34</u> at \$2.79 per registered voter <u>\$28,653.24</u> with 1 extra page <u>\$30,115.14</u> with 2 extra pages</p> <p>Estimated Cost for 2026 Stand-Alone Election on _____ : _____</p> <p>Estimated cost with extra ballot pages:</p> <p>_____ 1 extra page _____ 2 extra pages</p>

**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, February 12, 2026, at 6:00 p.m. at Parkland City Hall, 6600 University Drive, Parkland, Florida.

Present and constituting a quorum were:

Paul Brewer	President
Bob Mayersohn	Vice President
Neil Kanterman	Assistant Secretary
Gary Rito	Assistant Secretary
Micheal Moser	Assistant Secretary

Also present were:

Camille Berloune	District Manager
Brian Sherman	District Counsel
Warren Craven	District Engineer

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. Mayersohn seconded by Mr. Kanterman with all in favor, the agenda was approved as amended with District Manager adding price proposal update for culvert inspections. 5-0
--

THIRD ORDER OF BUSINESS

Audience Comments

There were several residents' comments received.

- Ms. Miller stated that one HOA Board member was present to receive an update regarding the recent plane crash. She also inquired about the lakes within the Windsor Bay community, specifically asking whether the District treats the lakes algae and how frequently such treatments occur.

- Mr. Schnell addressed the Board and recommended that the remaining airplane debris be removed prior to conducting water testing. He noted that approximately 12 to 15 pieces of debris may still remain and expressed concern that testing prior to removal could be affected if chemicals are released during the removal process. Mr. Schnell suggested completing debris removal first and then conducting water testing after the sediment and soil have been disturbed. He further suggested conducting a weight analysis of the recovered aircraft parts to determine how much of the aircraft remains unrecovered. Mr. Schnell also noted that a Board representative had previously attended an HOA meeting, indicating that Gary attended the most recent meeting.
- Ms. Cordoso addressed the Board regarding concerns related to the anticipated remediation process. Ms. Cordoso asked for an estimated timeline for hiring consultants and completing the remediation work. She expressed concern about potential impacts on property values and possible health effects associated with contamination. She also noted that delays in addressing contamination could increase costs and extend the remediation timeline. Additionally, Ms. Cordoso inquired about how the remediation efforts would be funded and whether the costs would come from District reserves.
- Mr. Tejada, representing the South Florida Water Management District, introduced himself to the Board and stated that he serves as the External Affairs liaison for the agency.

FOURTH ORDER OF BUSINESS

Staff Reports

A. District Accountant

Mr. Mayersohn question the change from 1099 to W2 and requested that District Counsel research the matter.

B. District Counsel

Let the record reflect Mr. Brewer joined the meeting at 6:10pm

Mr. Brewer provided an overview of the interpreter complaint filed by Great American Insurance Company and explained its implications for the District. District Counsel noted that an invitation had previously been extended for interested parties to provide a presentation to the Board; however, no response was received.

C. District Engineer

Mr. Craven explained that the water test was done and provided insight on the results.

D. District Manager

i. Request from HOA to have CDD Representative at the HOA next Meeting

The HOA requested that a CDD representative attend its next HOA meeting due to recent updates related to this matter, it was suggested that the request be held at this time.

Following discussion, the Board reached a consensus to postpone participation in the HOA meeting until further notice.

ii. Water Sample Results from January 23, 2026

Mr. Craven presented the water sample results dated January 23, 2026, and responded to questions from the Board regarding the results.

iii. Price Proposal Update for Culvert Inspections

On MOTION by Mr. Mayersohn seconded by Mr. Moser with all in favor, approve proposal price increase with the stipulation that that price level will remain steady for 7. 5-0 Motion carried.

FIFTH ORDER OF BUSINESS

Business Items

A. Consideration of Proposal for Environmental Services

- i. Fisher & Arnold**
- ii. NovelEolutions**
- iii. Solutech Environmental Consultants**

The Proposal for Environmental Services was presented.

The District Engineer reported that the required testing did not appear to be included in the Solutech proposal. Two additional proposals were reviewed, including one from Fisher Arnold and another from Novel E-Solutions.

The District Engineer noted that a representative from Fisher Arnold would serve as the District’s primary point of contact and would be present during the sampling and testing process. The representative would also be responsible for preparing the final report and developing a remediation plan, which would guide any future actions by the District.

The Board discussed the importance of engaging in a firm as soon as possible so that testing can be completed and the District can better understand current conditions.

Mr. Craven further explained that the Fisher Arnold proposal included 26 water samples and 26 sediment samples. However, after discussing the site conditions and previous testing with the firm, it was indicated that the number of samples could likely be reduced.

In comparison, the Novel E-Solutions proposal included 8 water samples and 8 sediment samples, along with a map identifying proposed testing locations.

It was noted that several of the proposed locations may be redundant, as testing had previously been conducted in certain areas, including locations along the outside canal.

The Board was advised that the cost proposals from Fisher Arnold and Novel E-Solutions were relatively similar; however, Fisher Arnold appeared to provide a more comprehensive scope of services.

It was noted that the overall number of tests included in the Fisher Arnold proposal could potentially be reduced based on site conditions and prior testing.

On MOTION by Mr. Mayersohn seconded by Mr. Rito with all in favor, rate the proposals presented with Fisher & Arnold being the first, NovelEsolution second, and Solutech, was approved as discussed. 5-0

SIXTH ORDER OF BUSINESS

Business Administration

A. Consideration of the Minutes of the Meeting held on January 8, 2026

On MOTION by Mr. Mayersohn seconded by Mr. Kanterman with all in favor, the Minutes of the Meeting held on January 8, 2026, were approved. 5-0

SEVENTH ORDER OF BUSINESS

New Business and Supervisors' Requests

There being none, the next order of business followed.

EIGHTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Brewer seconded by Mr. Mayersohn with all in favor, the meeting was adjourned at 6:42 p.m. 5-0

Secretary/Assistant Secretary

Paul Brewer
President