

**Pembroke Harbor Community Development District
Regular Meeting
May 31, 2017
7:00 p.m.
Pool Area of Pembroke Cay
807 SW 143rd Terrace, Pembroke Pines, Florida**

MINUTES

1. **Call To Order.** The meeting was called to order at 7:08 p.m.
2. **Roll Call.** In attendance were Chair Karena Bland, Vice-Chair Helen Porche, Supervisors Julio Rodriguez and Rafaela Espinosa, District Attorney Susan Delegal, and District Manager Christopher Wallace.
3. **Resolution 2017-1. A RESOLUTION OF THE BOARD OF SUPERVISORS OF PEMBROKE HARBOR COMMUNITY DEVELOPMENT DISTRICT DETERMINING THE NUMBER OF QUALIFIED ELECTORS IN THE DISTRICT AS OF APRIL 15, 2017.** Mr. Wallace discussed the number of qualified electors in the District and suggested that it might be overstated, but, in any event, the District has fewer than 250 qualified electors and would remain a “landowner’s” district and would allow one vote per parcel. Vice-Chair Porche moved to adopt the Resolution and Supervisor Espinosa seconded the motion. In a voice vote, the motion was unanimously passed and the Resolution was adopted. **(Resolution adopted, 4-0).**
4. **Resolution 2017-2. A RESOLUTION OF THE BOARD OF SUPERVISORS OF PEMBROKE HARBOR COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PROPOSED BUDGET FOR FISCAL YEAR 2015-2016 AND SETTING A DATE, PLACE, AND TIME FOR A PUBLIC HEARING ON THE PROPOSED BUDGET.** Chair Bland moved to have the budget hearing on August 22, 2017, at 7:00 p.m. at the pool area of Pembroke Cay. Supervisor Rodriguez seconded the motion and in a voice vote, the motion was unanimously passed and the Resolution adopted. **(Resolution adopted, 4-0).**
5. **Ratification of Agreement with Marty Kiar, As Broward County Property Appraiser, for Non-Ad Valorem Assessment notices provided for under Florida Statutes 197.3632.** Mr. Wallace explained to the Board that he had executed the attached agreement with the new Broward County Property Appraiser, Marty Kiar, and that it was the same agreement that had existed prior to his election, but, because the agreements have been in the name of the office holder acting as the property appraiser, the office required a new agreement. Since the Board was not going to meet for several months and the

agreement needed to be executed, Mr. Wallace noted he had done so but that ratification of his action was prudent. Supervisor Espinosa moved to ratify the agreement with the property appraiser's office. Supervisor Rodriguez seconded the motion. In a voice vote, the motion was unanimously approved and the agreement ratified. **(Agreement Ratified, 4-0).**

6. Staff Reports

a. Manager's Report.

i. Reminder To File Form 1 Statement of Financial Interest By July 1st. Mr. Wallace reminded the Board members to file their reports by the deadline or they will be fined. He offered his assistance as well as that of the District Attorney.

b. Attorney's Report. Ms. Delegal noted that she would be retiring soon and that she had enjoyed her time representing the District. The firm will continue to provide legal representation.

7. Audience Comments. There were no members of the public present.

8. Supervisor's Comments. There were no Supervisor's comments.

9. Other Business. There was no further business.

10. Adjournment. Vice-Chair Porche moved to adjourn the meeting and Supervisor Rodriguez seconded the motion. In a voice vote, the motion was unanimously adopted and the meeting was adjourned at 7:17 p.m.

RESOLUTION 2017-1

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
PEMBROKE HARBOR COMMUNITY DEVELOPMENT DISTRICT
DETERMINING THE NUMBER OF QUALIFIED ELECTORS IN
THE DISTRICT AS OF APRIL 15, 2017**

WHEREAS, Chapter 190.006 of the Florida Statutes requires that on or before June 1st of each year the Board of Supervisors determine the number of qualified electors in the District as of April 15th of each year; and

WHEREAS, Florida law further requires the District to use and rely upon the official records maintained by the Supervisor of Elections in making this determination; and

WHEREAS, the office of the Supervisor of Elections has provided the information required to determine the number of qualified electors in the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF PEMBROKE HARBOR COMMUNITY DEVELOPMENT DISTRICT:**

1. The total number of qualified electors in Pembroke Harbor Community Development District as of April 15, 2017, is hereby determined to be 201, as determined by the Broward County Supervisor of Elections.
2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 31st DAY OF MAY 2017.

Attest:

Karena Bland, Chair

Christopher Wallace, Secretary

Resolution 2017-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PEMBROKE HARBOR COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PROPOSED BUDGET FOR FISCAL YEAR 2017-2018 AND SETTING A DATE, PLACE, AND TIME FOR A PUBLIC HEARING ON THE PROPOSED BUDGET

WHEREAS, Pembroke Harbour Community Development District must tentatively adopt a proposed budget; and

WHEREAS, the District Manager has presented a proposed FY2018 operating budget to the Board of Supervisor to be considered; and

WHEREAS, the Board of Supervisors has considered the proposed FY2018 operating budget; and

WHEREAS, the Board of Supervisors also wishes to set the Place, Date, and Time for a public hearing to consider the proposed budget and to hear input from the public on the budget and the annual assessments; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PEMBROKE HARBOR COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The proposed FY2017-2018 tentative budget (Exhibit "A") is hereby approved.

Section 2. The Board of Supervisors hereby sets the public hearing date on the proposed budget and assessment for _____, at _____, at _____.

Section 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 31st DAY OF MAY 2017.

Attest:

Chair Karena Bland

Secretary Christopher Wallace

	FY2017 Adopted	FY2018 Manager Recommended
Revenues:		
Assessments	231,589	231,589
Discounts Allowed	(9,264)	(9,264)
Total Revenues	222,325	222,325
Expenditures:		
Administrative		
Supervisor's Fees	6,000	6,000
Property Appraiser and Tax Collector Fees	6,600	6,600
Engineering	1,000	1,000
Legal	7,200	7,200
Audit	4,500	4,500
Trustee and Paying Agent Fees	4,000	4,000
Management Fees	20,000	20,000
Assessment Administration	-	-
Postage and Freight	100	100
Insurance	4,100	4,100
Printing and Binding	150	150
Advertising	600	600
Other Current Charges	500	500
Office Supplies	200	200
Dues, Licenses, and Subscriptions	175	175
Miscellaneous Expenses	500	500
Total Administrative	55,625	55,625
Debt Service		
Principal	30,000	35,000
Interest	115,850	111,650
One-time Loan Repayment/Contingency	20,850	20,050
Total Debt Service	166,700	166,700
Total Expenditures	222,325	222,325
Revenues Less Expenditures	0	0
Gross Assessments, 208 Units	1,113.41	1,113.41
Net Assessments, 208 Units	1,068.87	1,068.87

AGREEMENT

between

MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER

and

PEMBROKE HARBOR COMMUNITY DEVELOPMENT DISTRICT

for

NON-AD VALOREM ASSESSMENTS

This is an Agreement, made and entered into, by, and between: MARTY KIAR, as BROWARD COUNTY PROPERTY APPRAISER (“PROPERTY APPRAISER”), and PEMBROKE HARBOR COMMUNITY DEVELOPMENT DISTRICT (“TAXING AUTHORITY”).

WHEREAS, Section 197.3632, Florida Statutes, requires that annually by June 1, the Property Appraiser must provide each local government using the uniform method of levy, collection, and enforcement of non-ad valorem assessments provided in Section 197.3632 certain information by list or compatible electronic medium.

WHEREAS, Section 197.3632, Florida Statutes, provides that notice of a non-ad valorem assessment levied by taxing authorities located in Broward County may be provided by including the assessment in the Property Appraiser’s notice of proposed property taxes and proposed or adopted non-ad valorem assessments under Section 200.069, Florida Statutes.

WHEREAS, Section 197.3632, Florida Statutes, requires the taxing authority levying the non-ad valorem assessment pursuant to Section 197.3632 to enter into a written agreement with the Property Appraiser for reimbursement of necessary administrative costs incurred.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The parties herein agree that, commencing with the 2017 assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to him by the Taxing Authority, specifically the Pembroke Harbor Community Development District assessment.
3. The Taxing Authority shall meet all relevant requirements of Section 197.3632, Florida Statutes. Failure to do so shall be grounds for immediate termination of this Agreement by the Property Appraiser at any date, and is not subject to the time cancellation restrictions set by Paragraph 18.

4. The Taxing Authority shall furnish the Property Appraiser all up-to-date data concerning the boundaries of the area that are to be assessed, as well as proposed assessments and other information requested from time to time by the Property Appraiser necessary to facilitate his making the assessment.
5. The Property Appraiser shall, using the information provided by the Taxing Authority, place the Taxing Authority's non-ad valorem assessments, as made from time to time and certified to him, on the properties within the specified boundary.
6. The Taxing Authority's assessments shall be uniform (e.g. one uniform assessment for drainage, etc.) to facilitate the making of assessments by mass data techniques utilized by the Property Appraiser.
7. Any material changes of assessment, including, but not limited to, methodology, units of measurement, or creation of additional rates within a single district, must be submitted to the Property Appraiser no later than May 1st of the applicable tax year. Any changes submitted to the Property Appraiser after the May 1st cutoff date shall be disregarded by the Property Appraiser and will not be reflected on the TRIM Notice, or in the file passed to the Revenue Collector.
8. Failure of the Taxing Authority to provide the Property Appraiser with material changes of assessment by May 1st shall not be grounds for a refund of any monies paid, and shall not relieve the Taxing Authority of any outstanding financial obligations to the Property Appraiser, and the Taxing Authority agrees to hold the Property Appraiser harmless for any repercussions resulting from the new material changes of assessment not being reflected on the TRIM Notice, or in the file passed to the Revenue Collector.
9. Within 30 days of invoice, the Property Appraiser shall be compensated by the Taxing Authority for all administrative costs incurred in carrying out this Agreement at the rate of \$2.00 per parcel. However, regardless of the number of parcels covered by this Agreement, the total compensation paid to the Property Appraiser shall be a minimum of \$400.00 for each year in which such assessments are placed on the tax rolls.
10. Within 30 days of invoice, the Taxing Authority shall pay the Property Appraiser the sum of \$1,000.00 in the first year in which the assessment is levied. This sum represents the Taxing Authority's reimbursement for programming changes made to the Property Appraiser's computer system, which are necessary for placement of the Taxing Authority's non-ad valorem assessment on the tax rolls.

11. If the actual costs of performing the services under this Agreement exceed the compensation provided for in Paragraphs 9 and 10 above, the amount of compensation shall be the actual cost of performing the services under this Agreement.

12. This Agreement constitutes the entire Agreement of the parties.

13. Neither party may assign his or its obligations under this Agreement.

14. This Agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

15. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

16. If the Property Appraiser or Taxing Authority determines this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1st of the tax year in which such modification is to become effective.

17. All communications required by this Agreement shall be in writing and sent by first class mail or email to the other party. Notices to the Taxing Authority shall be addressed to Christopher Wallace, District Manager, at the following address:

Pembroke Harbor Community Development District
C/O Munitytics
7320 Griffin Road, Ste. 102
Davie, Florida 33314-4105
Email: chrisw@munitytics.biz

Notices to the Property Appraiser shall be addressed to:

Holly Cimino, Director of Finance, Budget, and Tax Roll
Broward County Property Appraiser's Office
115 South Andrews Avenue, Room 111
Fort Lauderdale, FL 33301

Email: hcimino@bcpa.net

18. Except as otherwise provided herein, this Agreement shall continue from year to year unless cancelled by either party. Either party may cancel this agreement by providing the other party written notice of the cancellation prior to January 1st of the year the Agreement shall stand terminated. Property Appraiser will perform no further work after the written cancellation is received.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: PROPERTY APPRAISER by and through MARTY KIAR and TAXING AUTHORITY, by and through CHRISTOPHER WALLACE, District Manager, duly authorized to execute same.

PROPERTY APPRAISER:

MARTY KIAR, BROWARD COUNTY
PROPERTY APPRAISER

_____ day January, 2017

TAXING AUTHORITY:

CHRISTOPHER WALLACE, DISTRICT
MANAGER, PEMBROKE HARBOR
COMMUNITY DEVELOPMENT DISTRICT
23rd day of January, 2017

Approved as to form:

Mila Schwartzreich, General Counsel
Broward County Property Appraiser's Office