

**AGENDA**  
**Pembroke Harbor Community**  
**Development District**

**Regular Meeting**  
**May 31, 2017**  
**7:00 p.m.**

**Pool Area of Pembroke Cay**  
**807 SW 143<sup>rd</sup> Terrace**  
**Pembroke Pines, Florida**

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

**AGENDA**

1. Call To Order
2. Roll Call
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.
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.
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
6. Staff Reports
  - a. Manager's Report.
    - i. Reminder To File Form 1 Statement of Financial Interest By July 1<sup>st</sup>.
  - b. Attorney's Report.
7. Audience Comments.
8. Supervisor's Comments
9. Other Business.
10. Adjournment.

**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 31<sup>st</sup> DAY OF MAY 2017.**

**Attest:**

\_\_\_\_\_  
Chair Karena Bland

\_\_\_\_\_  
Secretary Christopher Wallace

	<b>FY2017 Adopted</b>	<b>FY2018 Manager Recommended</b>
<b>Revenues:</b>		
Assessments	231,589	231,589
Discounts Allowed	(9,264)	(9,264)
<b>Total Revenues</b>	<b>222,325</b>	<b>222,325</b>
<b>Expenditures:</b>		
<b>Administrative</b>		
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
<b>Total Administrative</b>	<b>55,625</b>	<b>55,625</b>
<b>Debt Service</b>		
Principal	30,000	35,000
Interest	115,850	111,650
One-time Loan Repayment/Contingency	20,850	20,050
<b>Total Debt Service</b>	<b>166,700</b>	<b>166,700</b>
<b>Total Expenditures</b>	<b>222,325</b>	<b>222,325</b>
<b>Revenues Less Expenditures</b>	<b>0</b>	<b>0</b>
<b>Gross Assessments, 208 Units</b>	<b>1,113.41</b>	<b>1,113.41</b>
<b>Net Assessments, 208 Units</b>	<b>1,068.87</b>	<b>1,068.87</b>

## **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 1<sup>st</sup> of the applicable tax year. Any changes submitted to the Property Appraiser after the May 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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](mailto: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](mailto: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 1<sup>st</sup> 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  
23<sup>rd</sup> day of January, 2017

Approved as to form:

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