

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE POMPANO BEACH DOWNTOWN PUBLIC/PRIVATE DEVELOPMENT AGREEMENT (THE MASTER DEVELOPMENT AGREEMENT) BETWEEN THE CRA, THE CITY OF POMPANO BEACH (CITY) AND RP POMPANO, LLC, AN AFFILIATE OF ROCAPOINT PARTNERS, LLC (DEVELOPER), FOR DEVELOPMENT OF THE CITY'S DOWNTOWN (THE PROJECT) TOGETHER WITH ALL DOCUMENTS NECESSARY TO EFFECTUATE THE AGREEMENT, IDENTIFYING THE PROJECT BOUNDARIES, ESTABLISHING A PROJECT BUDGET, DELEGATING AUTHORITY TO THE CITY MANAGER, AUTHORIZING FUNDING FROM ALL AVAILABLE SOURCES INCLUDING INCREMENT REVENUES, BUILDING INSPECTIONS CAPITAL IMPROVEMENT PROJECT FUNDS AND ISSUANCE OF BONDS, AUTHORIZING INTRAGOVERNMENTAL TRANSFERS OF PROPERTIES BETWEEN THE CRA AND THE CITY, AS PROVIDED BY LAW, AND AUTHORIZING FINALIZATION OF AN AGREEMENT WITH BROWARD COUNTY TO SWAP LAND IN THE PROJECT AREA FOR PROPERTIES OWNED BY THE CITY AND CRA AND CONSTRUCTION OF A NEW COUNTY FACILITY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

**WHEREAS,** City and CRA own certain real property (the “Initial Property”) within the heart of downtown in the City of Pompano Beach, Florida, comprising of approximately 43 acres. City and CRA have determined that the Initial Property’s current use no longer adequately serves the needs of the residents of Pompano Beach, Florida, and that opportunities exist to improve community services while maximizing the potential use and value of the Initial Property and other property that may be acquired by the CRA pursuant to this Agreement (the “Additional Property,” and collectively with the Initial Property, the “Property”); and

**WHEREAS**, the City and CRA desire to create a vibrant and pedestrian friendly, mixed-use downtown development on the Property emphasizing and embodying “live, work, play” elements by integrating a variety of daytime and nighttime economic uses, civic uses, and dense residential uses, all in accordance with the CRA’s community redevelopment plan for the Northwest District as adopted in accordance with § 163.330, *et seq*, Florida Statutes (the “CRA Plan”); and

**WHEREAS**, on or about June 2, 2022, the City and CRA published Invitation to Negotiate No. C-18-22 (the “ITN”), seeking, among other things, proposals for the redevelopment of the Property into a mixed-use development, including a new City Hall, all in accordance with the NWCRA Plan (the “Master Project”); and

**WHEREAS**, in connection with the ITN, a selection committee of the City and CRA recommended Developer as the exclusive Master Project developer. At a joint public meeting on October 12, 2023, the City and the CRA directed representatives of the City and CRA to negotiate the terms by which the Master Project will be developed; and

**WHEREAS**, the Parties desire for Developer to be responsible for: (i) the delivery of the site work, horizontal infrastructure, and other infrastructure improvements required to render the Property ready for the vertical development, which may include parking improvements consisting of a parking structure with up to three hundred (300) public parking spaces to support such future development (the “Master Infrastructure Project”); (ii) the acquisition of the Additional Property to be included as part of the Master Project; (iii) the development and construction of certain civic buildings for use by the City and/or other governmental agencies (“Civic Buildings”); and (iv) the development of private uses on the Property as part of the Master Project and/or the sale of developable parcels within the Property to other qualified developers for the development of private uses as part of the Master Project (the “Private Developments”); and

**WHEREAS**, the Parties have finalized negotiations for the development, construction, and ownership of the Master Infrastructure Project, the Civic Buildings, and the Private Developments,

as well as the acquisition of Additional Property and the sale of certain parcels of the Property for Private Development; and

**WHEREAS**, in addition to the Civic Facilities, the City and CRA are negotiating with Broward County (the County) to enter into an agreement to exchange the parcels owned by the County in the Project area with parcels owned by the City and/or the City and to contribute to the cost of construction of a new county facility for Broward Health (the County Facility).

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** The Pompano Beach Downtown Public Private Development Agreement (the Master Development Agreement) between the Pompano Beach Community Redevelopment Agency (CRA), the City of Pompano Beach (City) and RP Pompano, LLC (Developer), relating to development of the City's Downtown, a copy of which Master Development Agreement is attached to this Resolution, is hereby approved, together with such other documents required to effectuate the Master Development Agreement including, but not limited to, the Ground Lease, Build to Suit Sublease, and documents needed to provide funding for the Master Project and the proper officials are authorized to execute all such documents.

**SECTION 2.** The Master Project boundaries described in the Master Development Agreement (the Master Project Area) are approved and the Developer is authorized to acquire properties within the Master Project Area with the assistance of the CRA and the City where appropriate and within the budget established in the Master Development Agreement for acquisition of Additional Property, including contingency funds.

**SECTION 3.** Pursuant to the Master Development Agreement, authority has been delegated to the City Manager or designee to handle the decisions required for the efficient and timely development of the Master Project as the designated City Contract Administrator. Accordingly, the City Manager has designated Suzette Sibble, Assistant City Manager, as the City Contract Administrator, and the City Contract Administrator shall be authorized to exercise all

authority delegated by the Master Development Agreement to the City Contract Administrator, the City, and the CRA, except for any authority expressly delegated to the CRA Board or the City Commission, and as otherwise may be agreed upon by approval of the CRA Board and City Commission from time to time.

**SECTION 4.** All funding obligations required by the Master Development Agreement are hereby authorized, including utilization from all available funding sources, including increment revenues, building inspections capital improvement project funds, as adjusted from time to time, and issuance of a bond.

**SECTION 5.** All intragovernmental transfers between the CRA and the City required by the Master Development Agreement are hereby authorized, as provided by law.

**SECTION 6.** Pursuant to the Master Development Agreement, the CRA and the City are authorized to negotiate an agreement with Broward County for the exchange of parcels owned by the County in the Project Area for properties owned by the City and/or the CRA and to contribute to the cost of construction of a new facility for Broward Health (the County Facility), which agreement will be subject to the approval of the City Commission and the CRA Board.

**SECTION 7.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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**REX HARDIN, MAYOR**

**ATTEST:**

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**KERVIN ALFRED, CITY CLERK**

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