

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ESTABLISHING ADDITIONAL ELEMENTS OF THE DOWNTOWN PROJECT (ADDITIONAL PROJECT ELEMENTS) RELATING TO HISTORY, CULTURE AND ART, INCLUDING: FEATURES SUCH AS A SPORTS HALL WALL OF FAME FEATURE; PIONEER MONUMENT; LEGACY FEATURE AND HISTORICAL BUSINESS WALKWAY; RELATING TO COMMUNITY LIAISONS/CONSULTANTS; AND RELATING TO SATELLITE COLLEGE OPPORTUNITY; RELATING TO AN EDUCATION RESOURCE CENTER; ACKNOWLEDGING RESIDENTIAL WORKFORCE HOUSING REQUIREMENTS; APPROVING PROGRAMS RELATING TO AFFORDABLE HOUSING, INCLUDING DOWN PAYMENT AND RENTAL ASSISTANCE PROGRAMS AND POTENTIAL “TINY HOME” PROGRAM; STRATEGIC INFRASTRUCTURE, INCLUDING STREETSCAPES AND STREET LIGHTING; AND LOCAL BUSINESS ENTERPRISES PARTICIPATION; ACKNOWLEDGING COMMUNITY BENEFITS TRUST FUNDING BY DEVELOPER OF \$6,500,000 PAYABLE OVER TEN YEARS; APPROVING AN INCREASE TO THE CIVIC BUILDING FINANCING TO FUND COSTS ASSOCIATED WITH THE ADDITIONAL PROJECT ELEMENTS; APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE POMPANO BEACH DOWNTOWN PUBLIC PRIVATE REDEVELOPMENT AGREEMENT (THE MASTER DEVELOPMENT AGREEMENT) BETWEEN THE CITY OF POMPANO BEACH (CITY), THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), AND RP POMPANO, LLC, (FIRST AMENDMENT) THAT INCORPORATES THE OBLIGATIONS RELATING TO THE ADDITIONAL PROJECT ELEMENTS, LOCAL BUSINESS ENTERPRISE PARTICIPATION AND FUNDING THE COMMUNITY BENEFITS TRUST, TOGETHER WITH ALL DOCUMENTS NECESSARY TO EFFECTUATE THE FIRST AMENDMENT; ALL SUCH APPROVALS CONTINGENT ON APPROVAL BY THE CITY COMMISSION OF THE DESIGN CONCEPT FOR CITY HALL AND PARKING GARAGE, AUTHORIZATION FOR THE ISSUANCE OF THE MASTER INFRASTRUCTURE BOND AND APPROVAL OF THE ISSUANCE OF PUBLIC FINANCING OF THE CIVIC BUILDINGS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, on June 20, 2024, the City Commission by Resolution No. 2024-154 and the CRA by Resolution No. 2024-33 approved the Pompano Beach Downtown Public Private Redevelopment Agreement (the Master Development Agreement) between the City of Pompano

Beach (City), the Pompano Beach Community Redevelopment Agency (CRA), and RP Pompano, LLC (Developer) relating to the development of the City's Downtown (the Master Project); and

WHEREAS, the City, the CRA, the Developer, individual Commissioners and community residents and stakeholders have worked collaboratively to determine whether additional elements (Additional Project Elements) can be included in the Master Project; and

WHEREAS, the Additional Project Elements and the programs described below, together with the community benefits trust, represent significant enhancements to the Master Project and are in the best public interest of the City and its residents; now, therefore,

BE IT RESOLVED BY THE CITY OF POMPANO BEACH (CITY) THAT:

SECTION 1. E. Pat Larkins Center. The City acknowledges that a decision to renovate the existing tax-exempt building known as the E. Pat Larkins Center as part of the Master Project or to construct a new E. Pat Larkins Community Center has not yet been made. To afford the City the maximum flexibility to make such determination, the public financing option will include funds not to exceed \$1,500,000 (so as not to trigger a renovation cost threshold that would require demolition of the building) for Class "A" or high quality construction of such renovation. If a determination is made by the City Commission to build a new E. Pat Larkins Center, it will allow the existing building to be repurposed for taxable redevelopment, with the new E. Pat Larkins Center to be deemed a Civic Building Project in accordance with the First Amendment of the Master Development Agreement described in Section 9 below. The City shall be solely responsible for making the arrangements for renovations of the E. Pat Larkins Center as that building is not a "Civic Building" as contemplated by the Master Development Agreement.

History/Culture/Art. The City will create a number of features throughout the Master Project area that will honor Pompano Beach residents and recognize their notable contributions made to the community. Such features may include but are not necessarily limited to: a Sports Hall Wall of Fame feature that will highlight sports professionals who were raised in Pompano Beach; a Pioneer Monument to honor residents of the Northwest District who have made notable contributions to the community; a Legacy feature to honor pioneers from the Northwest District

who also have made notable contributions to the community and a historical business walkway incorporating pavers engraved with the names of former businesses that originated on Rock Road and Hammondville Road. The City acknowledges that these history, culture and art features are to be disbursed throughout the New Downtown and not clustered in one area.

Community Liaisons/Consultants. The District Commissioner, in conjunction with the Master Project's City Contract Administrator shall approve the selection of two residents of the NWCRA District to serve as community liaisons/consultants (the Consultants) with the City, the CRA, the Developer. The Consultants will each be paid \$48,000 annually to assist with job placement, meeting with community groups, collaborating with the Community Benefits Trust described in Section 7 below, and communicating about development projects and programs, inclusive of the construction of a new E. Pat Larkins Center, should the City Commission determine that the construction of this civic building is in the best interest of the community. The consultants' service contracts shall be for a one-year period with two one-year renewal term options.

Satellite College Opportunity. For two years from the First Amendment Effective Date, the Developer will make available a developable pad of Developer's choosing on which to place a satellite college building. The CRA and the City will provide assistance to the Consultants to encourage a college or university to locate a satellite building either within the boundaries of the Master Project or outside at the choice of such college or university. It is understood by the Parties that construction and operation of such a satellite building shall be the sole responsibility of the college or university and neither the Developer nor the CRA or City shall have the responsibility for such construction or operation.

SECTION 2. Education Resource Center. If it is determined that the existing E. Pat Larkins Center can be repurposed for taxable redevelopment, the new E. Pat Larkins Community Center will provide space for an education resource center. This will allow a provider to furnish support services to Blanche Ely High School and Pompano Beach High School students (Pompano Beach residents) to obtain help with tutoring, ACT/SAT prep, college application, financial aid

and scholarship research and applications, creating a path to college, as well as providing informational resources to assist primarily high school students and young adults in having access to votech training/certification programs.

SECTION 3. Residential Workforce Housing. Pursuant to Broward County Policy 2.16.2, 15% of the residential entitlements in the Downtown Transit Oriented Corridor (DTOC) are committed to be set aside for affordable housing. Ordinance No. 2023-64 amended Section 155.3708 (Downtown Pompano Beach [DP] Overlay District) (DPOD) of the City's Zoning Code, to provide that all new residential developments in the DPOD are required to meet the city's policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing in the DPOD until such time as the 15% housing affordable housing requirements are met. In connection with Developer's compliance with the foregoing requirements, Developer agrees to forego the in-lieu payment option set forth in Section 155.3708(H)(4)(b) of the City's Zoning Code.

SECTION 4. Affordable Housing. Sec. 163.387(6)(c)7, Florida Statutes provides that redevelopment trust fund dollars may be expended on development of affordable housing. Upon approval of an amendment to the NWCRA Plan by the City Commission, the City acknowledges that the CRA will, after payment of all expenses, including meeting debt service requirements, include at least \$1,000,000 annually in the NWCRA Budget for approved affordable housing programs relating to down payment and rental assistance, as well as the potential for construction and/or infrastructure support for tiny homes. The CRA may increase the \$1 Million should there be sufficient tax increment, after payment of all expenses and satisfaction of debt service requirements, to make an adjustment to the minimum amount.

SECTION 5. Strategic Infrastructure. In addition to the infrastructure for the Master Project, there are areas within the NWCRA District that require infrastructure improvements to assist in achieving the goals and objectives of the NWCRA Plan. The City acknowledges that the CRA, working with the District Commissioners, will identify priority infrastructure projects, including streetscapes, street lighting, etc. (the Strategic Infrastructure Priorities). The City further

acknowledges that the CRA will, after payment of all expenses, including meeting debt service requirements, include at least \$1,000,000 annually in the NWCRA Budget for approved Strategic Infrastructure projects. The CRA may increase the \$1 Million should there be sufficient tax increment, after payment of all expenses and satisfaction of debt service requirements, to make an adjustment to the minimum amount.

SECTION 6. Local Business Enterprises Participation. The City and the CRA will promote contracting and employment opportunities to increase local participation in the Master Project to utilize Local Business Enterprises (LBEs), as that term is defined in the First Amendment to the Master Development Agreement referred to in Section 9 of this Resolution, in connection with construction of the Civic Buildings and Master Project Infrastructure.

- a. Participation Costs Fund. The City will allocate Two Million Dollars of the public financing to fund the costs of facilitating the LBE Participation program.
- b. If prior to the execution of the construction contract for the Master Infrastructure Project, the City or CRA secures federal or other grant funding for the Master Infrastructure Project which prohibits the use of grant funds for projects with an CBE/SBE or Local Business participation goal, the LBE Participation provisions shall not apply to the Master Infrastructure Project.

SECTION 7. Community Benefits Trust. In an effort to provide community benefits to enhance the quality of life in areas surrounding the Master Project and to further promote the general safety and welfare of the neighboring communities and to provide other tangible benefits to the general public including cooperation with local community organizations, Developer has agreed to establish a community benefits trust (the “**CBT**”), to be formed following the Amendment Effective Date, pursuant to and in accordance with a Community Benefits Plan substantially in the form attached to the First Amendment to the MDA as Exhibit A. As part of the CBT, Developer shall establish a charitable fund (the “**Fund**”) pursuant to which Developer will make the following contributions totaling SIX MILLION, FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$6,500,000.00):

- (1) Upon Developer's receipt of each Performance Payment Installment (as hereafter defined) for the City Hall Project, Developer agrees to donate to the CBT Fund an amount equal to FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00), for a total donation from Performance Payments for the City Hall Project equal to ONE MILLION, FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,500,000.00).
- (2) Upon Developer's receipt of its distribution of Net Land Sales Proceeds pursuant to Section 16.3 of the Development Agreement, Developer agrees to donate to the CBT Fund an amount equal to FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00) per calendar year (each, a "**Land Sales Donation**") for ten (10) consecutive years, commencing on the year in which the sale of the first parcel within the RD Property occurs, for a total donation from Net Land Sales Proceeds equal to FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00). Notwithstanding anything contained herein to the contrary, in the event Developer's receipt of its distribution of Net Land Sales Proceeds pursuant to Section 16.3 of the Development Agreement is insufficient to satisfy a Land Sales Donation in any given year, that portion of the Land Sales Donation which is not donated in such calendar year shall be donated by Developer in subsequent calendar years as and to the extent Developer's receipt of Net Land Sale Proceeds may allow.
- (3) The Performance Payment schedule and Waterfall Percentage Distribution shall be adjusted as follows:
 - (i) One third (1/3) of the Performance Payment shall be paid to Developer within ten (10) days following design completion of the Civic Building Project as defined by "90% Construction Documents" pursuant to a certification issued by the design architect for the Civic Building Project.
 - (ii) One third (1/3) of the Performance Payment shall be paid to Developer within ten (10) days of Substantial Completion of those portions of the

Master Infrastructure Project east of NE 6th Avenue required to sell not less than 1,600,000sf GLA. City and CRA agree to timely cooperate with Developer's completion of the Master Infrastructure Project in a manner that will not result in a delay of the payment of the foregoing Performance Payment to Developer.

- (iii) One third (1/3) of the Performance Payment shall be paid to Developer within ten (10) days following the issuance of a certificate of occupancy, or its functional equivalent, for the Civic Building Project by the applicable governmental authority.
- (iv) Distribution of Sales Proceeds for RD Property - The waterfall split for Net Land Sales Proceeds is hereby amended by deleting Exhibit E of the Development Agreement and replacing it with: a. For the first \$ 15 million in Net Land Sales Proceeds: City/CRA to receive 85% and Developer to receive 15% of proceeds. b. For Net Land Sales Proceeds in excess of \$15 million up to \$100 million: City/CRA to receive 70% and Developer to receive 30% of proceeds. For Net Land Sales Proceeds in excess of \$100 million: City/CRA to receive 55% and Developer to receive 45% of proceeds.

SECTION 8. Small Business Entrepreneurship Incubator Program. In further recognition of the significant opportunities for small business participation that the Master Project presents, the City will select a qualified operator of a small business entrepreneurship incubator program that will be operated out of a space to be determined. Subject to meet its annual operating and debt service requirements, CRA agrees to establish an incentive program (program parameters subject to CRA Board approval) to provide funding to graduates of the small business incubator program for such CRA eligible activities as tenant buildout, facade improvements, etc., and shall work with Developer and purchasers of the Private Development pads within the Master Project,

by leasing commercial/retail space from the Developer and/or such purchasers, for the purpose of subleasing such space to small business program incubator graduates.

SECTION 9. Incorporation of Additional Project Elements in MDA. All applicable obligations relating to the Additional Project Elements shall be incorporated in the Master Development Agreement. The City Contract Administrator shall make such adjustments to the Exhibits to the Master Development Agreement as are necessary or appropriate to be consistent with the directions contained in this Resolution.

SECTION 10. First Amendment to MDA. The First Amendment to the Pompano Beach Downtown Public Private Redevelopment Agreement (the First Amendment) between the Pompano Beach Community Redevelopment Agency (CRA), the City of Pompano Beach (City) and RP Pompano, LLC, relating to development of the City's Downtown, a copy of which First Amendment is attached to this Resolution as Exhibit "A," is hereby approved, together with such other documents required to effectuate the First Amendment.

SECTION 11. Approvals Contingent. The approvals for the Additional Project Elements, the Education Resource Center space, the Local Business Enterprises Participation Fund, the Community Benefits Trust, and the First Amendment to the Master Development Agreement, described in Sections 1, 2, 6, 7, 8, 9 and 10 are contingent on approval by the City Commission of the Design Concept for City Hall and Parking Garage, authorization for issuance of the Master Infrastructure Bond and approval of the Public Financing of the Civic Buildings.

This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 29th day of October 2025.

REX HARDIN, CHAIRPERSON

ATTEST:

KERVIN ALFRED, CITY CLERK