

**ADDITIONAL MATERIAL
REGULAR MEETING**

NOVEMBER 15, 2022

**SUBMITTED AT THE REQUEST OF
OFFICE OF THE COUNTY ATTORNEY**

MEMORANDUM

TO: Board of County Commissioners

FROM: Annika E. Ashton, Deputy County Attorney 

DATE: November 14, 2022

RE: **Item No. 72 on the November 15, 2022, County Commission Agenda - Additional Material Related to Proposed Transfer of Property Adjacent to the North Homeless Assistance Center**

This memorandum summarizes the current status of the proposed transfer of approximately three acres of property to Broward Partnership for the Homeless, Inc. ("BPHI"), including the significant developments that have occurred since the current meeting agenda printed. We are pleased to report that, just a few minutes ago, the parties resolved the final issue, and that the Resolution (with attachments) presented for your consideration has, therefore, been agreed to by both sides.

The Development Agreement ("Agreement") between the County and BPHI states the respective obligations of the County and BPHI related to the proposed development. The Agreement was distributed as additional material to Item 72 on Monday evening and is now Attachment 5 to the Resolution presented for the Board's consideration.

The Agreement obligates the County to (i) install new drainage facilities for the North Homeless Assistance Center ("North HAC") and property to be transferred to BPHI ("BPHI Parcel"); (ii) clear the vegetation from the retention pond on the BPHI Parcel; (iii) fill the retention pond to bring it to the same grade as the adjacent land; and (iv) maintain the abovementioned drainage facilities located off-site or servicing the North HAC. The Agreement also requires the County to provide improved access to public transportation service to area residents which, as worded, we believe is legally permissible (but may, theoretically, require expenditure of general revenues). BPHI requested public transportation commitments from the County to improve BPHI's application for Low-Income Housing Tax Credit Funding. Due to the federal regulatory process for public transit, the County is unable to make more specific commitments with federal funding.

The Agreement obligates BPHI to (i) provide quarterly reports to the County regarding the status of the development on the BPHI Parcel; and (ii) maintain the drainage facilities servicing the BPHI Parcel after installation. BPHI has also agreed to provide the County with emergency and fire access for the North HAC as required to comply with City of

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Pompano Beach requirements, and, if required, provide the County with an easement for such fire access. The Agreement also requires BPHI to submit all development-related applications to the County and, if the development-related application (i) relates to drainage for the BPHI Parcel or the North HAC property (ii) or proposes to alter the parking available to the County on the County Property or the portions of BPHI property subject to the County's easements, the development-related application must be presented to the County for its approval. The County Administrator will have ten business days to approve an application and, if approval were withheld, and the parties were thereafter unable to resolve the County's objection(s), BPHI may appeal the County Administrator's decision to the Board.

Please contact the County Attorney or me (x5728) should you have any questions about this item.

AEA/RVP/sr

c: Monica Cepero, County Administrator
Bob Melton, County Auditor
Andrew J. Meyers, County Attorney