

RESOLUTION NO. R-2003-141

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AND GROUND LEASE BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR THE CONSTRUCTION OF A COMMUNITY LIBRARY, ALLOWING BROWARD COUNTY TO FUND, IN AN AMOUNT NOT TO EXCEED \$305,000.00, THE CONSTRUCTION OF FIFTY-NINE (59) PARKING SPACES IN THE NORTHWEST QUADRANT OF CITY HALL CIRCLE.

WHEREAS, on March 6, 2002, the City Commission of the City of Hollywood, Florida approved Resolution No. R-2002-58, approving an Interlocal Agreement and Ground Lease Agreement with Broward County for the construction of a community library; and

WHEREAS, the Interlocal Agreement provides the County with appurtenant rights for vehicular parking for not more than 120 vehicles and not less than 110 vehicles; and

WHEREAS, the agreement further specifies that the construction of not more than 120 parking spaces or less than 110 parking spaces shall be performed by the County at its cost and expense; and

WHEREAS, the County can only accommodate 61 parking spaces on the leased portion of City Hall Circle in the northeast quadrant; and

WHEREAS, the County has agreed to pay the City \$305,000.00 for the construction of the 59 parking spaces that it needs in the northwest quadrant of City Hall Circle (Phase I); and

WHEREAS, the First Amendment to the Interlocal Agreement and Ground Lease has been negotiated between the City of Hollywood and Broward County;

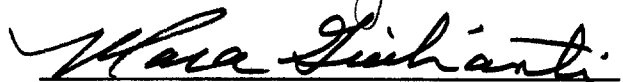
(RESOLUTION: AUTHORIZING FIRST AMENDMENTS TO THE INTERLOCAL AGREEMENT AND GROUND LEASE)

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

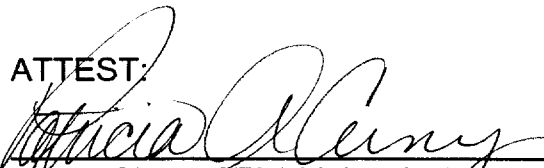
Section 1: That the City Commission approves the attached First Amendments to the Interlocal Agreement and Ground Lease with Broward County with the County funding \$305,000.00 for the construction of fifty-nine (59) parking spaces in the northwest quadrant of City Hall Circle.

Section 2: That this resolution shall be in full force and effect immediately upon its passage and adoption.

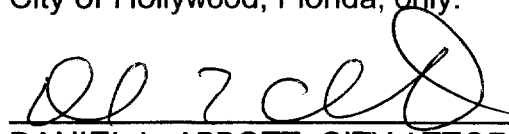
PASSED AND ADOPTED this 7 day of May, 2003.


MARA GIULIANTI, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.


DANIEL L. ABBOTT, CITY ATTORNEY 

S:\Projects\City Manager\CM-00-021 Broward County Library at City Hall\Commission Items\RESOLUTION.doc

FIRST AMENDMENT

to

GROUND LEASE

Between

BROWARD COUNTY

and

CITY OF HOLLYWOOD

This First Amendment to the Ground Lease is made by and between: CITY OF HOLLYWOOD, a Florida municipal corporation (hereinafter referred to as LANDLORD), and BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners (hereinafter referred to as TENANT).

WHEREAS, LANDLORD and TENANT entered into a Ground Lease on May 14, 2002 (the Lease); and

WHEREAS, the parties wish to make certain modifications to the Lease to accommodate the pad for the three (3) book drops on the LANDLORD's property and to accommodate fifty-nine (59) parking spaces to make up the required parking on the City's property at the northwest quadrant of City Hall Circle; and

WHEREAS, TENANT shall be responsible for the cost associated with the additional fifty-nine (59) parking spaces at a sum not to exceed Three Hundred Five Thousand Dollars (\$305,000.00); and

WHEREAS, the parties are willing to grant such amendments in order to improve such services to the citizens of Broward County; NOW, THEREFORE,

Be it understood and agreed that in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties hereby amend the Lease as follows:

1. DESCRIPTION, TERM AND RENT:

Section 1.2.2 of the Lease is amended as follows:

- 1.2.2 The right to maintain a dumpster, book drops, and signs as reasonably required for the normal use of the Premises as a public library in such locations as the parties shall mutually agree. The pad for the three (3)

book drops shall be located on LANDLORD's property, and the TENANT shall maintain the book drops.

Section 1.2.3 of the Lease is amended as follows:

- 1.2.3 Designated parking for not more than 120 cars and not less than 110 cars for the patrons, staff, and service personnel for the library facility shall be located adjacent to the Premises. The parties agree that the fifty-nine (59) parking spaces for the TENANT shall be maintained on CITY's property in the northwest quadrant of City Hall Circle. Further all maintenance responsibilities in conjunction with the fifty-nine (59) parking spaces for the TENANT shall be the responsibility of the LANDLORD.
2. References to the Lease shall mean the original Ground Lease as amended to date.
3. Except as set forth in this First Amendment, all other terms, conditions, and covenants contained in the Agreement, as amended, between the parties shall remain in operative force or effect.

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this First Amendment to the Ground Lease on the dates hereinafter subscribed.

LANDLORD

WITNESSES:

CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida

By _____
Mara Giuliani, Mayor

____ day of _____, 20____.

ATTEST:

Approved by:

By _____
Patricia A. Cerny, MMC, City Clerk

By _____
Cameron D. Benson, City Manager

____ day of _____, 20____.

Approved as to Form and Legality for the use and reliance of the City of Hollywood, Florida, only.

By _____
Daniel L. Abbott, City Attorney

FIRST AMENDMENT TO GROUND LEASE BETWEEN BROWARD COUNTY AND CITY
OF HOLLYWOOD

TENANT

ATTEST:

BROWARD COUNTY, through it's
BOARD OF COUNTY COMMISSIONERS

County Administrator and ex-officio
Clerk of the Board of County
County Commissioners of
Broward County, Florida

By: _____
Mayor

_____ day of _____, 20_____.

Approved as to form by
Office of County Attorney
Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
DAPHNE E. JONES
Assistant County Attorney

This Lease is subject to the approval of the Board of County Commissioners as a condition
precedent to its validity.

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3/31/03
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FIRST AMENDMENT
to
INTERLOCAL AGREEMENT
Between
BROWARD COUNTY
and
CITY OF HOLLYWOOD
for
DEVELOPMENT OF A PUBLIC LIBRARY

This is the First Amendment to the Interlocal Agreement between Broward County, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners, and the City of Hollywood, a Florida municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, CITY and COUNTY wish to amend the Interlocal Agreement to provide for a pad for three (3) book drops on CITY's property and to allow COUNTY to have fifty-nine (59) designated parking spaces on the northwest quadrant of City Hall Circle on CITY's property; NOW, THEREFORE,

In consideration of the mutual terms and conditions, promises, covenants and considerations hereinafter set forth, COUNTY and CITY agree as follows:

1. Paragraph 1 of the Agreement is amended as follows:

1. DESCRIPTION OF LAND. CITY hereby agrees to lease the library site in City Hall Circle more particularly described in Exhibit "A" hereto (the "Premises") to COUNTY for a term of 99 years at a rent of one dollar (\$1.00) per year, and other good and valuable considerations and to provide COUNTY appurtenant rights benefitting the Premises for the term of the Lease for vehicular parking for not more than 120 cars and not less than 110 cars (59 of the required parking spaces for COUNTY will be located on CITY's property at the northwest quadrant of City Hall Circle and CITY shall be responsible for maintaining said 59 spaces), ingress and egress, maintenance of signs, book drops of which three (3) of the book drops will be placed on CITY's property and maintained by COUNTY, and a dumpster

complying with City Code requirements on the terms and conditions set forth in the Ground Lease attached hereto as Exhibit "B" (the Lease). It is specifically understood that the Premises includes only one story for the Library, and that CITY maintains and reserves the air rights above the first story for possible construction of additional stories, pursuant to Section 7.8.

2. Paragraph 7.2 of the Agreement is amended as follows:

7.2 CITY agrees to provide assistance to COUNTY in site work required for construction of the Library. Site work on the Premises for the Library, and the construction of not more than 120 parking spaces and not less than one 110 parking spaces required by Section 9 herein, shall be performed by COUNTY at its cost and expense. The parties agree that 59 of the parking spaces that are required shall be located and maintained by the CITY at the northwest quadrant of City Hall Circle, and COUNTY shall pay an amount not to exceed Three Hundred and Five Thousand Dollars and No Cents (\$305,000.00) for the cost and expense of the same on an incremental basis commensurate with the progress of the work as documented by the monthly pay request from the construction manager. Perimeter trees, sidewalks, drainage, and relocation of site utilities required by the Master Plan will be undertaken and paid for by CITY under CITY's contracts. In the event that part of the site work to be done by the County COUNTY on the Premises cannot be completed at the time of the library construction contract because of incomplete Master Plan site work by CITY, CITY shall be responsible for the completion of such library site plan work at its expense. Any special site features specifically required by the Master Plan, such as special light fixtures, drinking fountains, furniture and waste receptacles, will be supplied and installed by CITY.

3. Paragraph 9 of the Agreement is amended as follows:

9. PARKING. In addition not more than 120 parking spaces and not less than 110 parking spaces (of which 59 parking spaces will be paid for by COUNTY to CITY in an amount not to exceed \$305,000.00) will be created by CITY on the northwest quadrant of City Hall Circle to be designated for use of library staff and patrons, all non-restricted vehicular use areas, including parking and driveways within the City Hall Circle providing access to the Premises shall be available to any member of the public wishing to use the Library or vehicles servicing the Library facility in the same manner as is then available to visitors at City Hall Circle. Restricted vehicular use areas mean spaces reserved for specified City officials and employees, fire lanes and disabled parking areas. The \$305,000.00 mentioned herein shall be paid by COUNTY to CITY on an incremental basis commensurate with the progress of the work as documented by the monthly pay request from the construction manager.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and CITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners, Broward
County, Florida

By _____
Mayor

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
EDWARD A. DION, County Attorney
for Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____

By _____
Daphne E. Jones
Assistant County Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF HOLLYWOOD FOR DEVELOPMENT OF A PUBLIC LIBRARY

CITY

ATTEST:

CITY OF HOLLYWOOD, Florida, a municipal
corporation of the State of Florida

By _____
Mara Giuliani, Mayor

By _____
Patricia A. Cerny, MMC, City Clerk

____ day of _____, 20____.

Approved by:

By _____
Cameron D. Benson, City Manager

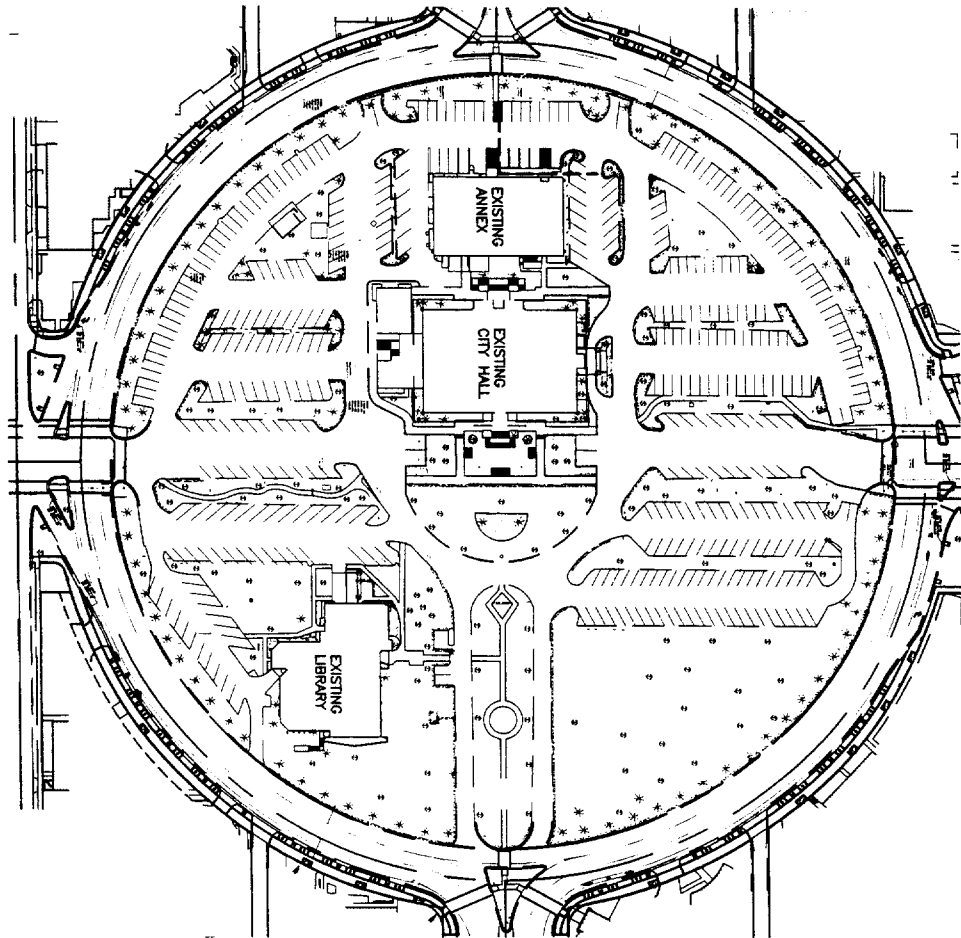
____ day of _____, 20____.

Approved as to Form and Legality
for the use and reliance of the City
of Hollywood, Florida, only.

By _____
Daniel L. Abbott, City Attorney

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03/12/03
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EXISTING CITY HALL CIRCLE PARKING
SCALE: N.T.S.
405 PARKING SPACES



SHEET

1

1 OF 1

**HOLLYWOOD CITY HALL CIRCLE
SITE IMPROVEMENTS
EXISTING SITE PLAN FOR PARKING**

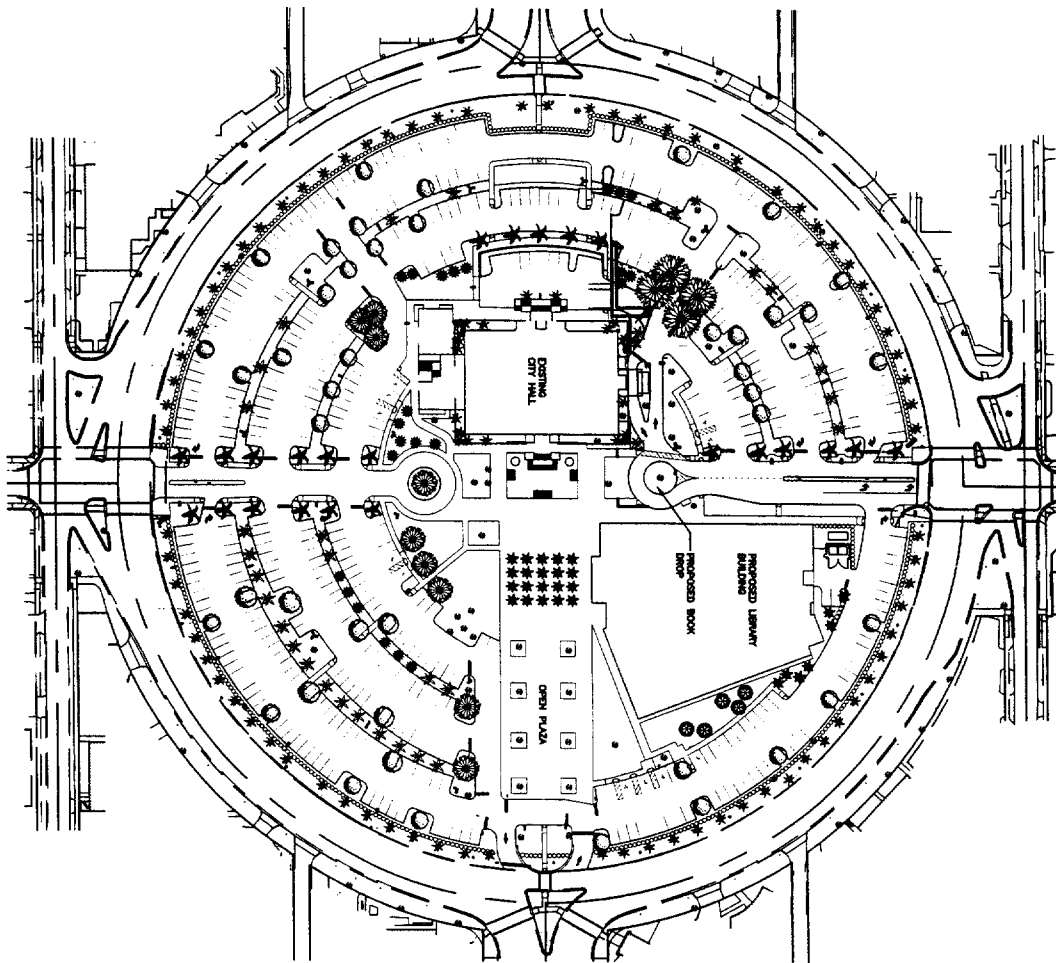
City of Hollywood, Florida
Department of Design and Construction Management



SCALE	AS SHOWN	CADD No.	MP-EXISTING
DATE	04/23/03	FILE No.	
DESIGNED	S.G.	ACCT. No.	
DRAWN	B.S.A.		
CHECKED			SENIOR PROJECT MANAGER

** PLAN INDICATES PROPOSED AVAILABLE PARKING SPACES AT THE COMPLETION OF MASTER PLAN

MASTER PLAN CITY HALL CIRCLE
SCALE: N.T.S. 488 PARKING SPACES**



SHEET

1

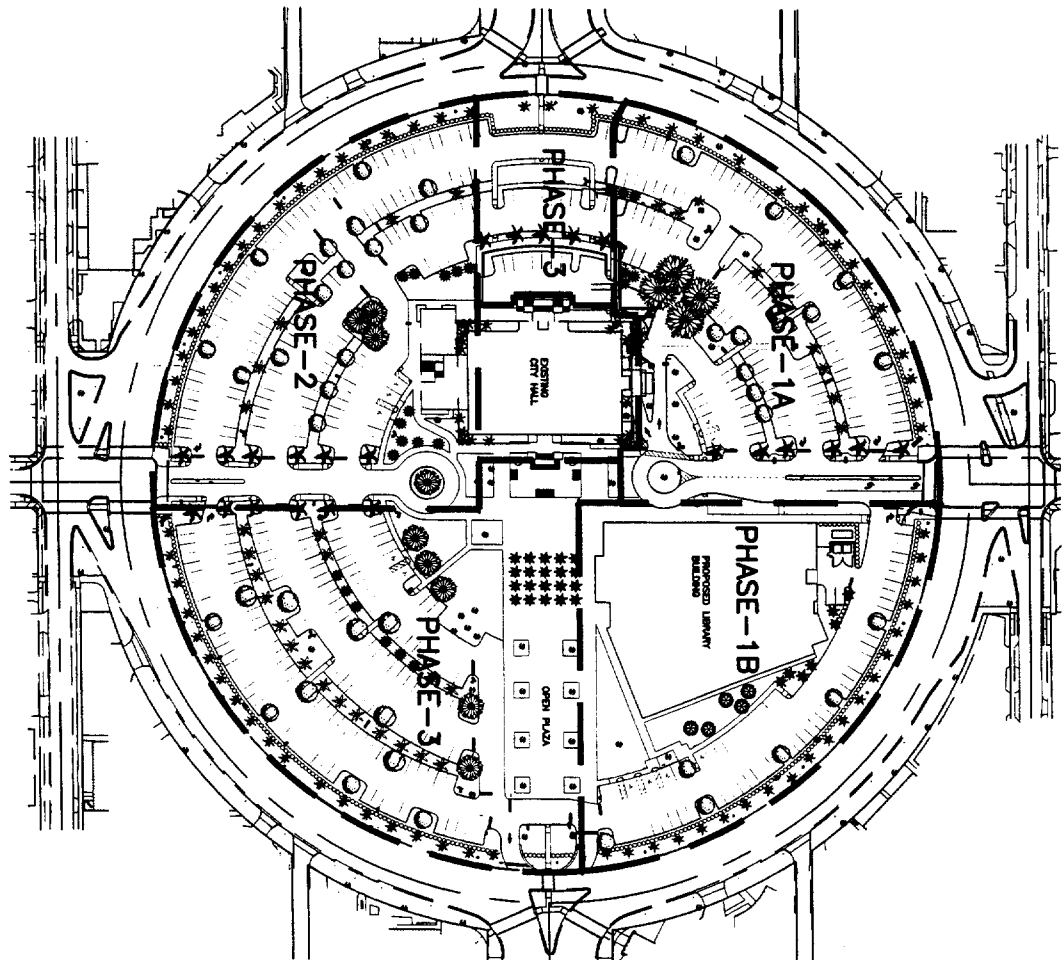
1 OF 2

**HOLLYWOOD CITY HALL CIRCLE
SITE IMPROVEMENTS
MASTER PLAN**

City of Hollywood, Florida
Department of Design and Construction Management



SCALE AS SHOWN	CADD No. MASTER PLAN
DATE 04/23/03	FILE No.
DESIGNED S.G.	ACCT. No.
DRAWN B.S.A.	
CHECKED	SENIOR PROJECT MANAGER



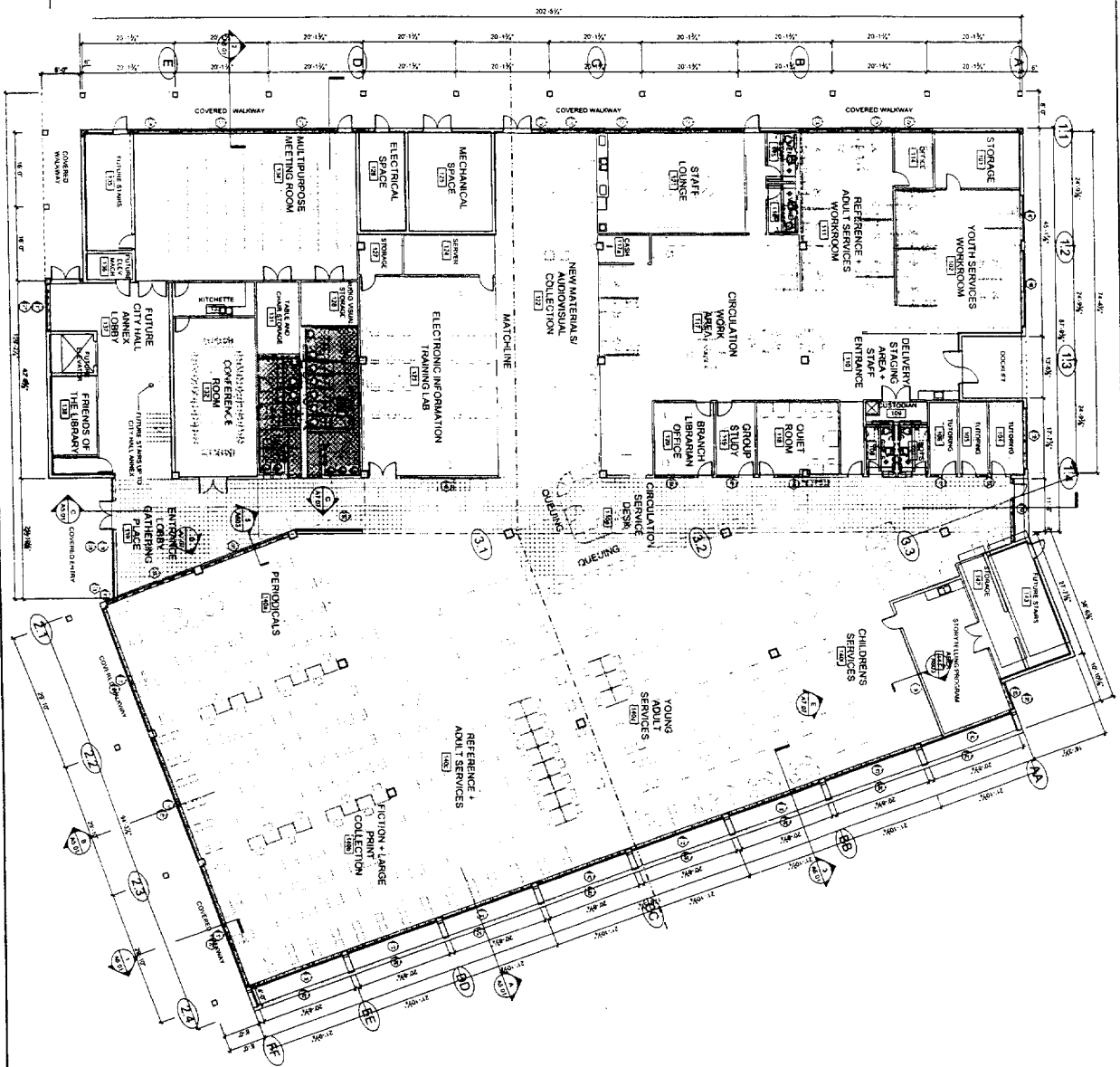
** PLAN INDICATES PROPOSED AVAILABLE PARKING SPACES AT THE COMPLETION OF MASTER PLAN

MASTER PLAN PHASING CITY HALL CIRCLE
SCALE: N.T.S.
488 PARKING SPACES**



SHEET 2 2 OF 2	HOLLYWOOD CITY HALL CIRCLE SITE IMPROVEMENTS MASTER PLAN PHASING City of Hollywood, Florida Department of Design and Construction Management		SCALE AS SHOWN DATE 04/23/03 DESIGNED S.G. DRAWN B.S.A. CHECKED	CADD No. MP-PHASING FILE No. ACCT. No. SENIOR PROJECT MANAGER

1 Floor Plan
Scale 3/32" = 1'-0"



A2.01

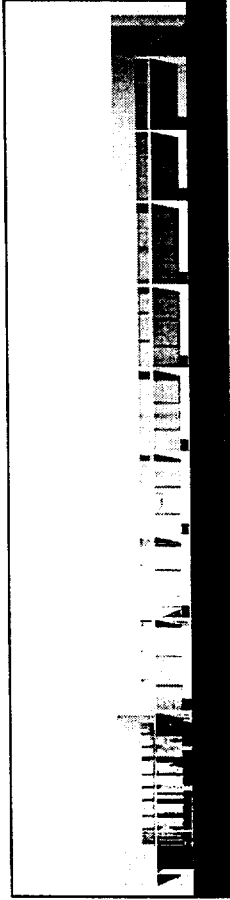
Floor Plan

Hollywood Community Library

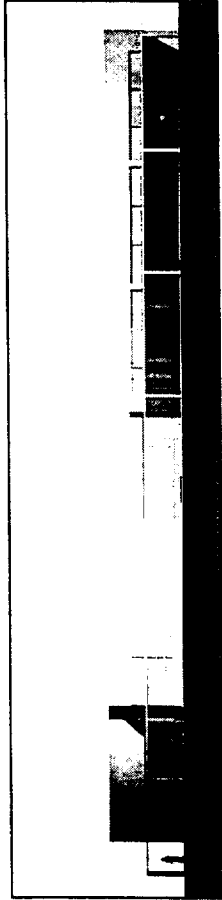
SINGER ARCHITECTS

13 W LAS GLAS BOULEVARD
FT LAUDERDALE, FLORIDA
PH: 954 483 5672
FAX: 954 483 5677

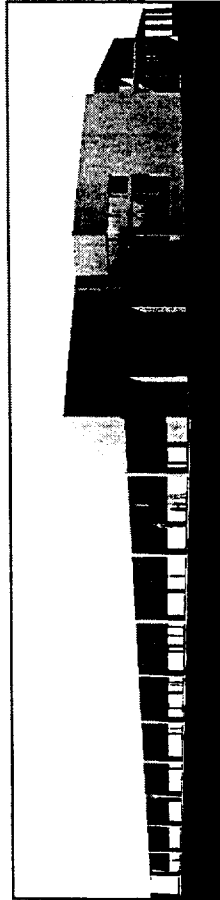
CONSTRUCTION
DOCUMENTS



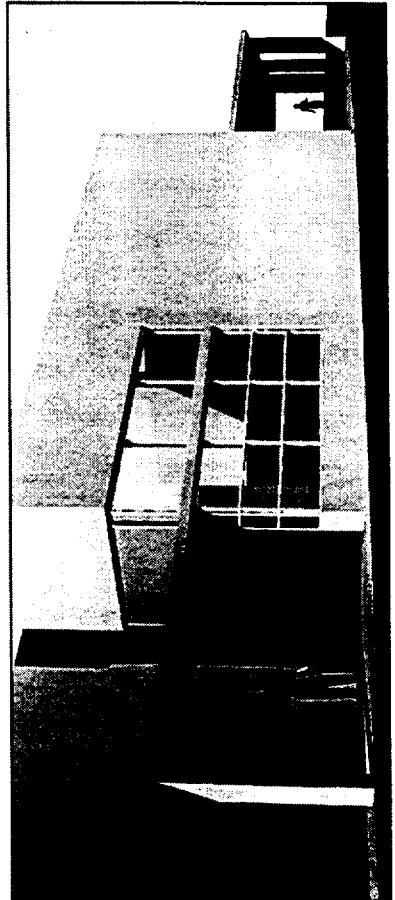
East Elevation



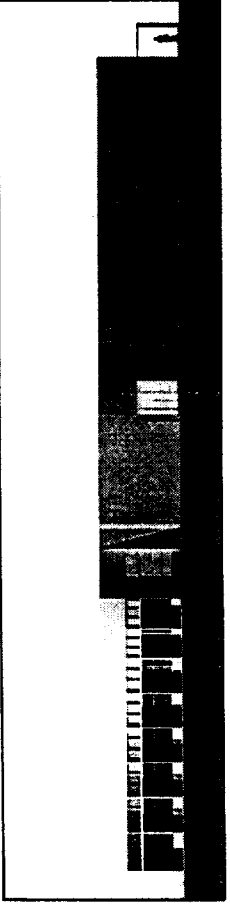
South Elevation



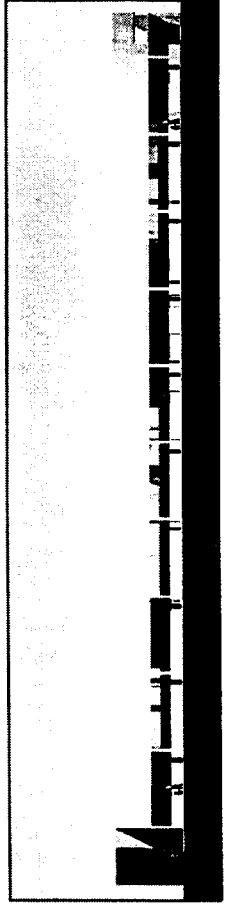
Southwest Perspective



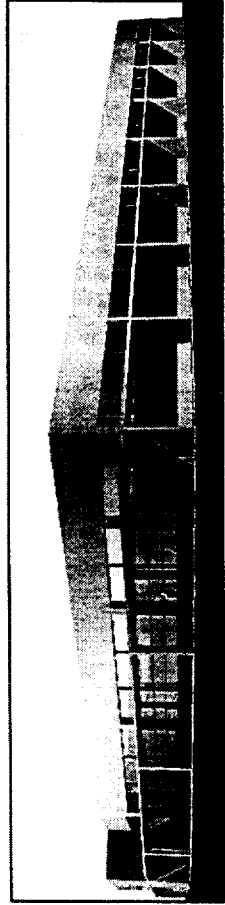
Library Entrance



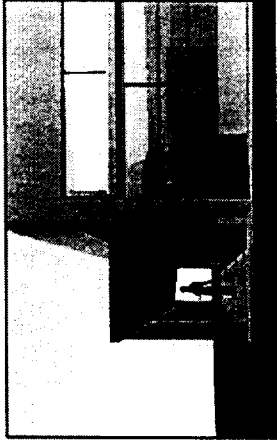
North Elevation



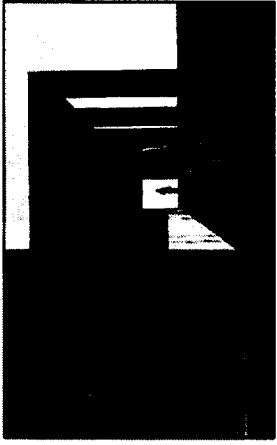
West Elevation



Southeast Perspective



South Covered Walkway



West Covered Walkway

Hollywood Community Library

02.14.03

