

**CITY OF HOLLYWOOD, FLORIDA
INTER-OFFICE MEMORANDUM
DEPARTMENT OF DEVELOPMENT SERVICES
PLANNING DIVISION**

DATE: October 13, 2016 **FILE NO:** P 16-25
TO: Planning and Development Board
FROM: Karina da Luz, Planning Administrator *KL*
SUBJECT: Amendment of Site Plan conditions to a previously approved parking garage (Resolution No. 15-DP-76) (South Broward Memorial Regional).

EXPLANATION:

On February 11, 2016, the Planning and Development Board approved with conditions the request for Design, and Site Plan Review for a parking garage with conference areas, located at 3501 Johnson Street (File Number 15-DP-76). This included a condition for the Applicant to provide a Traffic Signal Warrants, and Justification Analysis Study for the Johnson/Garage intersection, where a review and approval from Broward County was required (Attachment B). According to the Applicant, Broward County Traffic Engineer opined, stating the signaled intersection was determined to be not warranted at this time. Therefore, the Applicant has worked with Staff to propose an amended condition to the aforementioned Site Plan.

The new proposal is to amend the Site Plan condition of previously approved project by the Planning and Development Board adopted by Resolution No. 15-DP-76. While no changes are made to the garage structure, the amendment will provide better flexibility during permitting process in order to start the garage construction. Additionally, the amendment consists of changes to only one of the conditions. As such, Staff is recommending approval for the Site Plan amendment to a condition of the previously approved parking garage approved with the following revised conditions for Section 6:

(a) Prior to issuance of Building Permit for the Parking Garage the applicant shall post a Public Improvement Bond providing security for the full amount of the cost of construction of a traffic signal at the intersection of Johnson street and the garage driveway. The amount of the security shall be based on 125 percent of a cost estimate prepared by the applicant's Traffic Engineer and subject to approval by the City Engineer. The security will be in effect for a period not less than two years after completion and issuance of Certificate of Occupancy for the Parking Garage. Prior to release of the Public Improvement Bond by the City, the Applicant shall cause a Signal Warrant Study to be performed and submitted for review to the City and Broward County Traffic Engineering. If a Traffic Signal is warranted, the applicant shall proceed to design and construct at full cost to the applicant with no limitations. If after a two year prior the traffic signal is not warranted the Public Improvement Bond shall be released. The applicant shall enter into Traffic Signalization Agreement within 150 days of the approval of this revised condition, setting forth the conditions for the bond, construction, etc. The Traffic Signalization Agreement must be executed and recorded in the public records prior to issuance of Certificate of Occupancy.

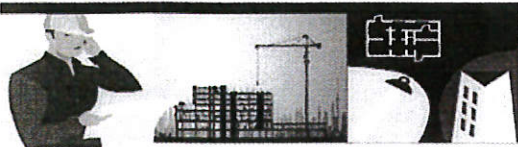
ATTACHMENTS:

ATTACHMENT A: Application Package
ATTACHMENT B: Resolution No. 15-DP-76 and Approved Site Plan (February 11, 2016)

ATTACHMENT A

Application Package

DEPARTMENT OF PLANNING



File No. (internal use only): _____

2600 Hollywood Boulevard Room 315
Hollywood, FL 33022

GENERAL APPLICATION



Tel: (954) 921-3471
Fax: (954) 921-3347

This application must be completed in full and submitted with all documents to be placed on a Board or Committee's agenda.

The applicant is responsible for obtaining the appropriate checklist for each type of application.

Applicant(s) or their authorized legal agent must be present at all Board or Committee meetings.

At least one set of the submitted plans for each application must be signed and sealed (i.e. Architect or Engineer).

Documents and forms can be accessed on the City's website at
<http://www.hollywoodfl.org/DocumentCenter/Home/View/21>



APPLICATION TYPE (CHECK ONE):

- ☐ Technical Advisory Committee ☐ Historic Preservation Board
☐ City Commission ☒ Planning and Development Board

Date of Application: 9/21/2016

Location Address: 3501 Johnson Street, Hollywood, FL 33021

Lot(s): _____ Block(s): 46-48 Subdivision: Hollywood Hills

Folio Number(s): 514207021000

Zoning Classification: HD Land Use Classification: Community Facility

Existing Property Use: Healthcare Sq Ft/Number of Units: _____

Is the request the result of a violation notice? () Yes (X) No If yes, attach a copy of violation.

Has this property been presented to the City before? If yes, check all that apply and provide File Number(s) and Resolution(s): 15-DP-76

- ☐ Economic Roundtable ☒ Technical Advisory Committee ☐ Historic Preservation Board
☐ City Commission ☒ Planning and Development

Explanation of Request: Amendment to Resolution approving construction of a seven level parking garage; see attached "Proposed Amendment to

Resolution No. 15-DP76

Number of units/rooms: _____ Sq Ft: 570,330 sq. ft.

Value of Improvement: _____ Estimated Date of Completion: April 2017

Will Project be Phased? () Yes (X) No If Phased, Estimated Completion of Each Phase _____

Name of Current Property Owner: Memorial Healthcare System

Address of Property Owner: 3501 Johnson Street, Hollywood, FL 33021

Telephone: 954-265-8670 Fax: 954-965-5427 Email Address: MGreenspan@mhs.net

Name of Consultant/Representative Tenant (circle one): Debbie Orshefsky

Address: 515 E. Las Olas Blvd, # 1200, Fort Lauderdale, FL 33301 Telephone: 954-468-7871

Fax: _____ Email Address: _____

Date of Purchase: _____ Is there an option to purchase the Property? Yes () No (X)

If Yes, Attach Copy of the Contract.

List Anyone Else Who Should Receive Notice of the Hearing: _____

_____ Address: _____

_____ Email Address: _____

DEPARTMENT OF PLANNING



2600 Hollywood Boulevard Room 315
Hollywood, FL 33022

GENERAL APPLICATION

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

The applicant/owner(s) signature certifies that he/she has been made aware of the criteria, regulations and guidelines applicable to the request. This information can be obtained in Room 315 of City Hall or on our website at www.hollywoodfl.org. The owner(s) further certifies that when required by applicable law, including but not limited to the City's Zoning and Land Development Regulations, they will post the site with a sign provided by the Office of Planning and Development Services. The owner(s) will photograph the sign the day of posting and submit photographs to the Office of Planning and Development Services as required by applicable law. Failure to post the sign will result in violation of State and Municipal Notification Requirements and Laws.

(I)(We) certify that (I) (we) understand and will comply with the provisions and regulations of the City's Zoning and Land Development Regulations, Design Guidelines, Design Guidelines for Historic Properties and City's Comprehensive Plan as they apply to this project. (I)(We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my)(our) knowledge. (I)(We) understand that the application and attachments become part of the official public records of the City and are not returnable.

Signature of Current Owner: [Signature]

Date: 9/21/16

PRINT NAME: DAVID SCHLEMMER

Date: 9/21/16

Signature of Consultant/Representative: [Signature]

Date: 9/21/16

PRINT NAME: Debbie M. Orshefsky

Date: _____

Signature of Tenant: _____

Date: _____

PRINT NAME: _____

Date: _____

CURRENT OWNER POWER OF ATTORNEY

I am the current owner of the described real property and that I am aware of the nature and effect the request for (project description) Parking Garage to my property, which is hereby made by me or I am hereby authorizing (name of the representative) Debbie Orshefsky to be my legal representative before the Planning & Development Board (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me

this 21 day of September

[Signature]

Notary Public State of Florida

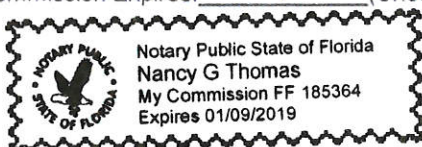
[Signature]

SIGNATURE OF CURRENT OWNER

[Signature]

PRINT NAME

My Commission Expires: 1/9/2019 (Check One) ☒ Personally known to me; OR _____





MEMORIAL REGIONAL HOSPITAL ▪ MEMORIAL REGIONAL HOSPITAL SOUTH ▪ JOE DIMAGGIO ♥ CHILDREN'S HOSPITAL
MEMORIAL HOSPITAL WEST ▪ MEMORIAL HOSPITAL MIRAMAR ▪ MEMORIAL HOSPITAL PEMBROKE

September 15, 2015

To Whom It May Concern:

Please be advised that the following employees are authorized to sign Permit Applications, Notices of Commencement and other construction documents, as required for the Memorial Healthcare System:

Mark Greenspan, Director of Construction Services
Gary McKee, Assistant Director of Construction Services
Joe Gaita, Project Manager, Construction Services
Robert Kinne, Project Manager, Construction Services
Bert Wilder, Project Manager, Construction Services
Raymond Reade, Project Manager, Construction Services

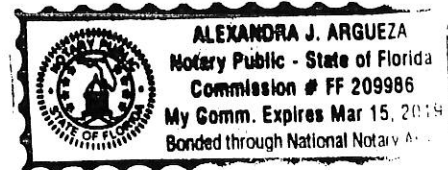
If you have any questions, please feel free to contact me at 954-265-8673.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Schlemmer'.

David Schlemmer
Vice President,
Construction & Property Management

A handwritten signature in black ink, appearing to read 'Alexandra J. Argueza'.



Memorial Regional Hospital New Parking Garage



Legal Description:

Parcel 2:

All of Blocks 46, 47, 48, the East U of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23, inclusive, in Block 82, the East 1/2 of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23, inclusive, in Block 83, the East 1/2 of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23, inclusive, in Block 84, and Lots 13 through 18 inclusive, Block 85, of HOLLYWOOD HILLS, according to the map or plat thereof, as recorded in Plat Book 6, Page 22, Public Records of Broward County, Florida; together with those Streets and Alleys vacated by Broward County Deed Book No. 764, Page 208 of the Public Records of Broward County, Florida.

TOGETHER WITH air rights for aerial pedestrian bridge crossings as set forth in Ordinance recorded in Official Record Book 45964, Page 1375, Public Records of Broward County, Florida. TOGETHER with vacated 110 foot portion of alley within Block 15 as set forth in Ordinance recorded in Official Record Book 48015, Page 989, Public Records of Broward County, Florida.

Project Information:

Memorial Regional Hospital proposed 7 level parking garage structure with meeting spaces at the ground level serving staff and visitors. The new structure will be constructed on the northwest corner of the Hospital main property. The new parking garage will connect with the existing 5 level staff parking to the south and with the existing visitors parking garage via connecting bridges. The parking structure will add over thirteen hundred parking spaces to the hospital community.

Holland & Knight

515 East Las Olas Boulevard, Suite 1200 | Fort Lauderdale, FL 33301 | T 954.525.1000 | F 954.463.2030
Holland & Knight LLP | www.hklaw.com

Debbie M. Orshefsky
(954) 468-7871
debbie.orshefsky@hklaw.com

September 23, 2016

Via E-mail and Hand Delivery:

Thomas Barnett
Director of Development Services
City of Hollywood
2600 Hollywood Blvd., Suite 315
Hollywood, FL 33021

Memorial Regional Hospital Parking Garage

Dear Tom:

On February 11, 2016, the City Planning and Development Board approved Resolution No. 15-DP-76 (the "Resolution") granting site plan approval for a new parking garage at Memorial Regional Hospital (the "Garage"). Section 6(a) of the Resolution requires that prior to issuance of a building permit for the Garage, Memorial either obtain a determination from Broward County that a proposed traffic signal at the Garage entrance/exit on Johnson Street is "warranted" or enter into an agreement with the City regarding Memorial being responsible for the maintenance of this traffic signal should it not be deemed warrant.

The requisite signal warrant study was submitted and the County determined that based upon projected traffic, the signal was not warranted at this time. Therefore, in an effort to provide for further warrant studies to be performed once the Garage is fully operational and provide financial assurance that the traffic signal will be installed if and when warranted, Memorial is hereby requesting an amendment to Section 6(a) of the Resolution as set forth on the enclosed "Proposed Amendment to Resolution No. 15-DP-76 (the "Amendment"). Please note further, that we will work with staff to prepare an appropriate Traffic Signalization Agreement as noted in the Amendment and suggest that this Agreement be in substantially the form used by Broward County, copy enclosed.

September 23, 2016
Page 2

We appreciate your ongoing support for this important addition to Memorial Regional Hospital.

Very truly yours,

HOLLAND & KNIGHT LLP

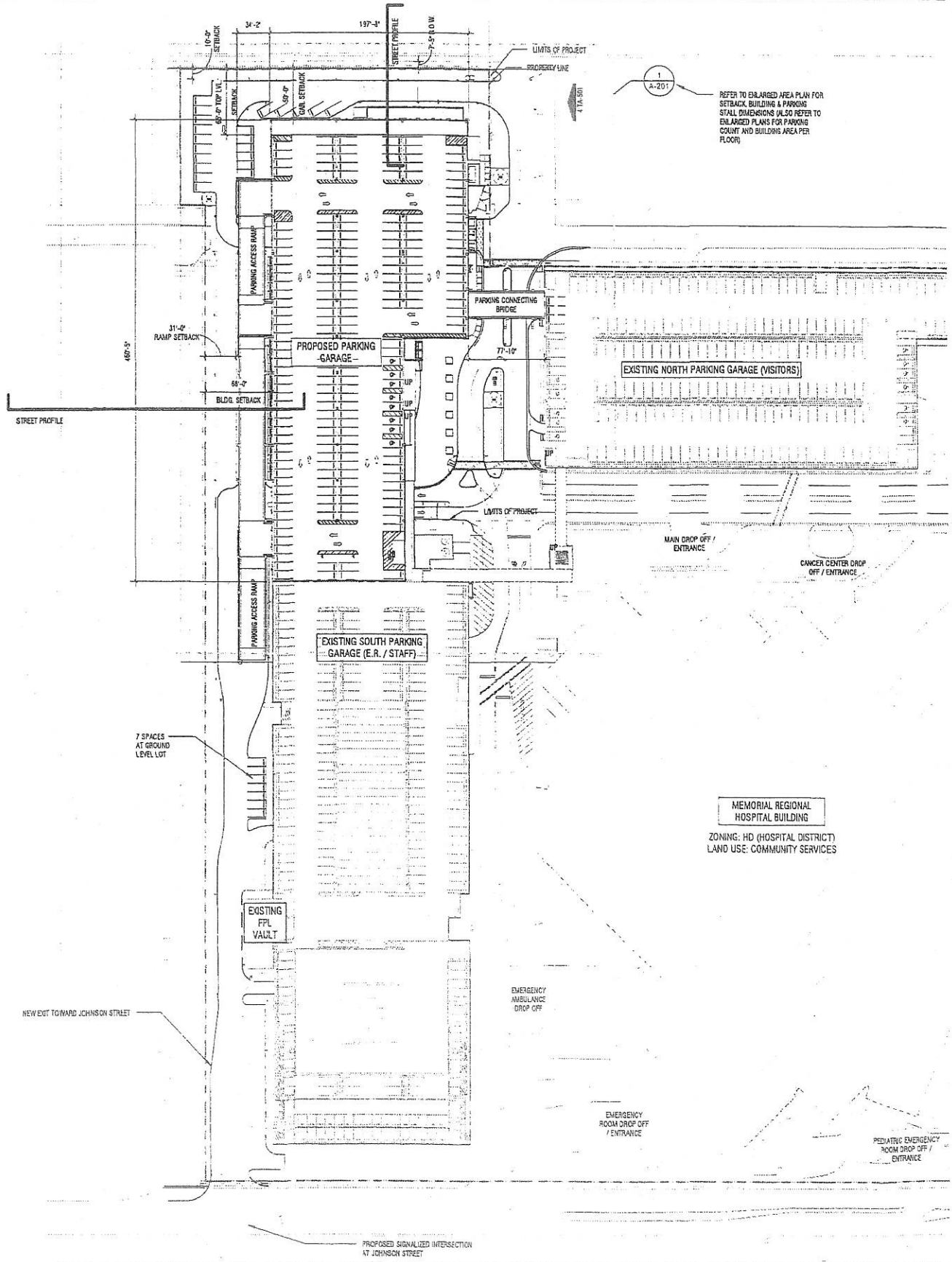


Debbie M. Orshefsky

DMO:nld

cc: Shiv Newaldass, Chief Development Officer via e-mail
Jeffrey Sheffel, City Attorney
Ms. Leslie Del Monte via e-mail
Ms. Karina de la Luz via e-mail
Luis Lopez, City Engineer via e-mail
Mr. David Schlemmer via e-mail
Mr. Mark Greenspan via e-mail
Mr. Roger Manterola via e-mail

D
C
B
A



REFER TO ENLARGED AREA PLAN FOR SETBACK, BUILDING & PARKING STALL DIMENSIONS (ALSO REFER TO ENLARGED PLANS FOR PARKING COUNT AND BUILDING AREA PER FLOOR)

MEMORIAL REGIONAL HOSPITAL BUILDING
ZONING: HD (HOSPITAL DISTRICT)
LAND USE: COMMUNITY SERVICES



1
TA-100

OVERALL SITE PLAN

Scale: 1" = 60'-0"

Return recorded copy to:
Broward County Highway Construction
and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

TRAFFIC SIGNALIZATION AGREEMENT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

_____, its successors and assigns,
hereinafter referred to as "DEVELOPER,"

WHEREAS, Chapter 5, Article IX, Subsection 5-182(c), Broward County Code of Ordinances, requires that access to trafficways be designed to facilitate the safe and efficient movement of vehicles; and

WHEREAS, DEVELOPER's Project, known as _____, _____, Planning and Redevelopment Division File No. _____, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof, was approved by the COUNTY on _____, 20____, subject to certain conditions which require the installation of traffic signalization; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties hereby agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.

2. TRAFFIC SIGNAL OBLIGATION.

The DEVELOPER shall be responsible for payment to COUNTY of \$_____ for the installation costs of a traffic signal(s) at _____, in accordance with the conditions and time frames set forth in this Agreement.

3. FORM OF SECURITY.

PLEASE CHECK THE APPROPRIATE SECTION BELOW:

☐

(a) Lien.

- (1) A lien is hereby imposed by the COUNTY against the real property identified in Exhibit "A" in the amount of _____ Dollars (\$_____), which represents the DEVELOPER's share of the cost of the traffic signal(s). Such lien shall secure the installation costs of the traffic signal(s) described in paragraph 2 above. Such lien shall exist until fully paid, discharged, released, or barred by law. The lien created by this Agreement shall be superior to and shall have priority over any mortgage on the real property described in Exhibit "A." The DEVELOPER shall cause this Agreement to be executed by the holder of any such mortgage, which execution shall constitute the mortgagee's consent to such subordination.
- (2) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the Project, DEVELOPER shall provide a form of security acceptable to the COUNTY in the form of a letter of credit or cash, in the amount of _____ Dollars (\$_____), which represents the DEVELOPER's share of the cost of the traffic signal(s), in substitution of the lien imposed hereby, and the COUNTY shall cause to be executed and recorded in the Official Records of Broward County a release or satisfaction of the lien upon the property described in Exhibit "A."
- (3) In the event DEVELOPER fails to pay to the COUNTY the sums set forth in paragraph 2 above, COUNTY may recover such outstanding sums from DEVELOPER as are necessary to cause the installation of the traffic signal(s) as set forth in paragraph 2 above. Such sums, plus costs and attorneys fees, may be recovered by COUNTY against the DEVELOPER through a civil action, or may be recovered by action as provided by the

applicable security. In the event that DEVELOPER fails to pay for or install the traffic signal(s) as required in paragraph 2 above, such lien may be foreclosed or otherwise enforced by the COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property.

- (4) DEVELOPER shall ensure that the substitute security remains valid and in full force and effect until DEVELOPER's obligation to pay for or install the traffic signal(s) are fully performed. Expiration of the security prior to DEVELOPER's performance of such obligation, or notice to COUNTY that the security will expire, or has been canceled, or disaffirmed, prior to DEVELOPER's satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
- (5) In the event the letter of credit provided to COUNTY expires, is canceled, or is disaffirmed by the issuing institution, COUNTY may record a document entitled "Notice of Lien for Installation of Traffic Signal(s) Improvements," which shall constitute a lien on the property described in Exhibit "A" for the amount due hereunder, until fully paid, discharged, released, or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the Project. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.



(b) Letter of Credit

- (1) DEVELOPER shall provide to the COUNTY, an irrevocable letter of credit in a form acceptable to the COUNTY, which guarantees the DEVELOPER's costs of the installation of the traffic signal(s) described in paragraph 2 above, in the amount of _____ Dollars (\$_____), which represents the DEVELOPER's share of the cost of the traffic signal(s).
- (2) In the event DEVELOPER fails to pay to the COUNTY the sums set forth in paragraph 2 above, COUNTY shall be entitled to draw against the security for the amount set forth above, plus costs and interest as set out herein. If COUNTY draws against the security and the amount recovered is less than the amount due, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum.
- (3) DEVELOPER shall ensure the substitute security remains valid and in full force and effect until DEVELOPER's obligation to pay for or install the traffic signal(s) are fully performed. Expiration of the security prior to

DEVELOPER's performance of such obligation, or notice to COUNTY the security will expire, or has been canceled, or disaffirmed, prior to DEVELOPER's satisfaction of all obligations hereunder, shall constitute a default of this Agreement.

- (4) In the event the letter of credit provided to COUNTY expires, is canceled, or is disaffirmed, COUNTY may record a document entitled "Notice of Lien for Installation of Traffic Signal(s) Improvements," which shall constitute a lien on the property described in Exhibit "A" for the amount due hereunder until fully paid, discharged, released, or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the Project. The above provisions shall control such lien except that the provisions regarding subordination of mortgages shall not apply. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.



(c) Cash Bond.

DEVELOPER shall provide to the COUNTY, cash, or check (cashier's, certified, or registered), or money order issued by _____ (financial institution), in the amount of _____ Dollars (\$ _____), payable to the Broward County Board of County Commissioners, which guarantees the DEVELOPER's costs of the installation of the traffic signal(s) described in paragraph 2 above. The DEVELOPER may, at its option, later provide to the COUNTY a letter of credit acceptable to COUNTY, in like amount that shall be substituted for the cash, check, or money order. If the DEVELOPER provides a letter of credit, the provisions of subsection 3(b) above shall apply.

4. If the property is secured by a lien and is located within a municipality, DEVELOPER, its successors and assigns, agree that no building permit or certificates of occupancy shall be obtained from the municipality for construction of a principal building within the Project until such time as DEVELOPER provides municipality with written confirmation from COUNTY that DEVELOPER has complied with paragraph 3 of this Agreement. Failure to comply with the above shall constitute a default of this Agreement. If the property is located within the unincorporated area, COUNTY shall not issue any building permits for construction of a principal building within the Project until such time as DEVELOPER has complied with paragraph 3 of this Agreement.
5. The parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of the DEVELOPER to strictly comply with all the requirements of the municipality's land development codes.

6. The DEVELOPER shall notify the COUNTY when the Project is built-out, as defined herein. Within two (2) years of DEVELOPER's written notice of build-out of the Project to the Broward County Traffic Engineering Division, the COUNTY shall conduct studies at the pertinent intersection or location to determine if signalization is warranted under the standards of the United States Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways. If the COUNTY determines that the signalization is warranted at the pertinent intersection or location and the signalization is subsequently installed, the DEVELOPER's total obligation, exclusive of costs and interest as provided herein, shall not exceed the amount stated in paragraph 2 above. At its discretion, COUNTY may conduct the necessary traffic studies prior to DEVELOPER's notice of build-out. COUNTY shall have four (4) years from DEVELOPER's notice of build-out to install the traffic signal, if warranted. Completion of build-out shall not be deemed to occur until certificates of occupancy have been issued for all buildings which may be constructed within the Project.
7. If the COUNTY determines that the signalization is not needed at the pertinent location or intersection within two (2) years after notice of build-out, or if the COUNTY fails to install the traffic signal within four (4) years after notice of build-out, the DEVELOPER shall be released from the obligations set forth in this Agreement, the COUNTY shall return the security to the DEVELOPER and record a release of this Agreement in the Public Records of Broward County, Florida. If the security is in the form of cash, the COUNTY shall have ninety (90) days to remit _____ Dollars (\$ _____) to the DEVELOPER, provided that the COUNTY has not already effected a remittance to the DEVELOPER because of the earlier substitution of a letter of credit as provided in paragraph 3.(c) above.
8. RECORDATION. DEVELOPER agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors, and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully paid and performed.
9. ENFORCEMENT. Nothing herein shall prevent the COUNTY from enforcing the requirements of this Agreement against the owners, successors, or assigns in any part of the Project.
10. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Traffic Engineering Division
2300 W. Commercial Boulevard
Fort Lauderdale, FL 33309

For the DEVELOPER:

11. RELEASE. When all of the obligations set forth herein are fully paid and performed, COUNTY, at the request of DEVELOPER or its successor and upon payment of any applicable fees, shall cause a release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the Project, COUNTY may grant a partial release of this Agreement for a specific parcel or portion of the Project for which this traffic signalization obligation has been satisfied.
12. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida.
13. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
14. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
15. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
16. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement

and are incorporated herein by reference.

17. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
18. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement. In the event the CITY installs the traffic signal(s) required by this Agreement, COUNTY may, in its sole discretion, assign all or any portion of this Agreement and the security to the CITY.
19. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: 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____, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

By _____
Mayor

____ day of _____, 20____

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

____ day of _____, 20____

DEVELOPER-INDIVIDUAL

Witnesses:

(Signature)
Print name: _____

(Signature)
Print name: _____

Name of Developer (Individual)

(Signature) _____
Print name: _____

Print address: _____

_____ day of _____, 20_____

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is

☐ personally known to me, or

☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

Print name: _____

My commission expires:

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

(Signature)

Print name: _____

(Signature)

Print name: _____

Name of Developer (corporation/partnership)

By _____

(Signature)

Print name: _____

Title: _____

Address: _____

____ day of _____, 20__

ATTEST (if corporation):

(Secretary Signature)

Print Name of Secretary: _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/partnership. He or she is:

☐ personally known to me, or

☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My commission expires:

Print name:

MORTGAGEE-INDIVIDUAL

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

(Signature)
Print name: _____

Name of Mortgagee (Individual)

(Signature) _____
Print name: _____

(Signature) _____
 Print name: _____
 Print address: _____

_____ day of _____, 20_____

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is _____

☐ personally known to me, or
☐ produced identification. Type of identification produced _____

NOTARY PUBLIC:

(Seal)

Print name: _____

My commission expires:

MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

Name of Mortgagee (corporation/partnership)

(Signature)

Print name: _____

By_

(Signature)

Print name: _____

Title:

Address: _____

(Signature)

Print name: _____

_____ day of _____, 20____

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

Print Name of Secretary: _____

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is:

☐ personally known to me, or

☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My commission expires:

Print name: _____

EXHIBIT "A"

LEGAL DESCRIPTION

ATTACHMENT B

**Resolution No. 15-DP-76 AND Approved Site Plan
(February 11, 2016)**

CITY OF HOLLYWOOD
PLANNING AND DEVELOPMENT BOARD
RESOLUTION NO.15-DP-76

A RESOLUTION OF THE CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD CONSIDERING THE REQUEST FOR DESIGN AND SITE PLAN APPROVAL FOR THE CONSTRUCTION OF A PARKING GARAGE WITH CONFERENCE AREAS FOR SOUTH BROWARD MEMORIAL REGIONAL HOSPITAL LOCATED AT 3501 JOHNSON STREET, HOLLYWOOD, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the Planning and Development Board (the "Board") is charged with, among other things, the responsibility of considering requests for variances, design, special exceptions and site plan approval; and

WHEREAS, the Board is duly empowered to grant variances, special exceptions, design in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations and site plan approval pursuant to Article 6 of the Zoning and Land Development Regulations; and

WHEREAS, the South Broward Hospital District (the "Applicant"), applied for Design and Site Plan approval for the construction of a parking garage with conference areas for South Broward Memorial Regional Hospital located at 3501 Johnson Street, Hollywood, Florida, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Planning Manager and Planning and Development Services Administrator, following analysis of the application and its associated documents have determined that the proposed request for Design approval meets the applicable criteria set forth in Section 5.3.1.4. of the Zoning and Land Development Regulations and have recommended approval; and

WHEREAS, the Technical Advisory Committee, following an analysis of the application and its associated documents have determined that the proposed request for Site Plan approval does meet the review standards set forth in Article 6 of the Zoning and Land Development Regulations and have therefore recommended approval of the proposed Site Plan along with the following conditions:

- (1) Prior to the submittal of a building permit application for the proposed garage, the Applicant shall provide an updated Traffic Signal Warrants and Justification Analysis Study for the Johnson/Garage Drive intersection analyzing whether future volumes will exceed warrant criteria. The warrant study analysis

shall include review of the ingress/egress access and hospital internal circulation, signal timing coordination with existing signals along Johnson Street, and identify modifications as may be required. This Study shall also be provided to Broward County for review and approval prior to building application submittal. If the County grants conditional approval to bond and install the Signal, the Applicant shall enter into the County's required Signal Improvement Agreement. In the event that the signal fails to meet County signal warrant standards, the Applicant agrees to enter into an Agreement with the City prior to the issuance of a building permit for the garage which stipulates that if upon the completion of the Hospital Expansion and Parking Garage, the signal warrants are not sufficiently met for the County to agree to take over the Operation and Maintenance of the newly installed Signal, then the Hospital shall take full responsibility for the Installation, Operation and Maintenance of the Signal at a level equal to that provided by the County, and the City and Hospital District shall create mutually acceptable language, prior to the issuance of building permits, reflecting the Hospital District's responsibility for damages that may arise as a result of the presence of the traffic signal until such warrants are met. Further, in order to facilitate the Hospital's request, the City agrees to remove the section of Johnson Street roadway influenced by the proposed Signal operations from the existing Broward County Traffic Engineering Agreement between the City and County; and

(2) If at any time, the future development or traffic patterns of the Hospital provide that the signal warrants are sufficiently met that the County agrees to reassume responsibility of the section of Johnson Street and the Signal, the responsibility shall be transferred back to the County and the Agreement between the Hospital District and the County shall be terminated; and

(3) All applicable statutes, regulations and codes associated with Johnson Street functioning as a Hollywood jurisdictional roadway shall remain intact; and

(4) The Garage structural columns and curb elements at garage access points are to be adjusted as required to accommodate proper radii for trucks and passenger vehicles.

; and

WHEREAS, on February 11, 2016, the Board met and held an advertised public hearing to consider the Applicant's requests; and

WHEREAS, the Board reviewed the application and the Department of Planning and Development Services staff report and recommendations for the Design approval and considered the following criteria pursuant to Section 5.3 I.4.a. (1) through (4) of the City's Zoning and Land Development Regulations:

- (1) The Architectural and Design components. Architecture refers to the architectural elements of exterior building surfaces. Architectural details should be commensurate with the building mass. The use of traditional

materials for new architectural details is recommended. Design of the building(s) shall consider aesthetics and functionality, including the relationship of the pedestrian with the built environment.

- (2) Compatibility. The relationship between existing architectural styles and proposed construction, including how each building along the street relates to the whole and the pattern created with adjacent structures and the surrounding neighborhood. Buildings should contain architectural details that are characteristic of the surrounding neighborhood.
- (3) Scale/Massing. Buildings shall be proportionate in scale, with a height which is consistent with the surrounding structures. Building mass shall reflect a simple composition of basic architectural details in relation to its length, width, height, lot coverage, and setting of the structure in context with adjacent buildings. Architectural details include, but are not limited to, banding, molding, and fenestration.
- (4) Landscaping. Landscaped areas should contain a variety of native and other compatible plant types and forms, and be carefully integrated with existing buildings and paved areas. Existing mature trees and other significant plants on the site should be preserved.

; and

WHEREAS, the Board reviewed the application and the Department of Planning and Development Services staff report and the Technical Advisory Committee's recommendation with conditions for the Site Plan approval and considered the Site Plan review standards set forth in Article 6 of the Zoning and Land Developments;

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND DEVELOPMENT BOARD OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the Design criteria set forth herein, the Board finds that the necessary criteria have been met, and the Design is hereby approved.

Section 6: That, following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the Site Plan review standards set forth in Article 6 of the Zoning and Land Development Regulations, the Board finds that the necessary review standards have been met, and Site Plan is hereby approved with the following conditions:

- (a) Prior to the submittal of a building permit application for the proposed garage, the Applicant shall provide an updated Traffic Signal Warrants and Justification Analysis Study for the Johnson/Garage Drive intersection analyzing whether future volumes will exceed warrant criteria. The warrant study analysis shall include review of the ingress/egress access and hospital internal circulation, signal timing coordination with existing signals along Johnson Street, and identify modifications as may be required. This Study shall also be provided to Broward County for review and approval prior to building application submittal. If the County grants conditional approval to bond and install the Signal, the Applicant shall enter into the County's required Signal Improvement Agreement. In the event that the signal fails to meet County signal warrant standards, the Applicant agrees to enter into an Agreement with the City prior to the issuance of a building permit for the garage which stipulates that if upon the completion of the Hospital Expansion and Parking Garage, the signal warrants are not sufficiently met for the County to agree to take over the Operation and Maintenance of the newly installed Signal, then the Hospital shall take full responsibility for the Installation, Operation and Maintenance of the Signal at a level equal to that provided by the County, and the City and Hospital District shall create mutually acceptable language, prior to the issuance of building permits, reflecting the Hospital District's responsibility for damages that may arise as a result of the presence of the traffic signal until such warrants are met. Further, in order to facilitate the Hospital's request, the City agrees to remove the section of Johnson Street roadway influenced by the proposed Signal operations from the existing Broward County Traffic Engineering Agreement between the City and County; and
- (b) If at any time, the future development or traffic patterns of the Hospital provide that the signal warrants are sufficiently met that the County agrees to reassume responsibility of the section of Johnson Street and the Signal, the responsibility shall be transferred back to the County and the Agreement between the Hospital District and the County shall be terminated; and
- (c) All applicable statutes, regulations and codes associated with Johnson Street functioning as a Hollywood jurisdictional roadway shall remain intact; and
- (d) The Garage structural columns and curb elements at garage access points are to be adjusted as required to accommodate proper radii for trucks and passenger vehicles; and
- (e) The Applicant shall work with Staff to select and install a motion activated light dimming system; and
- (f) The Applicant shall evaluate the appropriateness of providing an opaque physical barrier fence along the north boundary.

Section 7: That, the Applicant shall have up to 24 months from the date of this Design approval to apply for all necessary building permits required to proceed with construction. Failure to submit an application within the require time period shall render all approvals null and void.

Section 8: That, the Applicant shall have up to 24 months from the date of Site Plan approval to apply for a valid construction permit. Failure to submit an application within the require time period shall render all approvals null and void.

Section 9: That the Planning Division of the Dept. of Development Services is hereby directed to forward a copy of this resolution to the applicant and the owner of the property with respect to which the request was made. This Resolution will be delivered to the City Clerk to be recorded in the public records of Broward County, as provided by the applicable provisions of Article 5 in the Zoning and Land Development Regulations. A copy shall be furnished to any enforcement official.

PASSED AND ADOPTED THIS 11th DAY OF FEBRUARY, 2016.

RENDERED THIS 30 DAY OF March, 2016.

ATTEST:


DAVID MCLEOD, SECRETARY


JOHN PASSALACQUA, CHAIR

APPROVED AS TO FORM & LEGALITY
for the use reliance of the Planning and
Development Board of the City of Hollywood,
Florida, only.

JEFFREY P. SHEFFEL, BOARD COUNSEL

EXHIBIT "A"
LEGAL DESCRIPTION

Memorial Regional Hospital New Parking Garage

Legal Description:

Parcel 2:

All of Blocks 46, 47, 48, the East U of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23, inclusive, in Block 82, the East 1/2 of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23, inclusive, in Block 83, the East 1/2 of Lot 13 and the East 1/2 of Lot 24 and all of Lots 14 through 23, inclusive, in Block 84, and Lots 13 through 18 inclusive, Block 85, of HOLLYWOOD HILLS, according to the map or plat thereof, as recorded in Plat Book 6, Page 22, Public Records of Broward County, Florida; together with those Streets and Alleys vacated by Broward County Deed Book No. 764, Page 208 of the Public Records of Broward County, Florida.

TOGETHER WITH air rights for aerial pedestrian bridge crossings as set forth in Ordinance recorded in Official Record Book 45964, Page 1375, Public Records of Broward County, Florida.

TOGETHER with vacated 110 foot portion of alley within Block 15 as set forth in Ordinance recorded in Official Record Book 48015, Page 989, Public Records of Broward County, Florida.

