

RESOLUTION NO. R-CRA-2016-22

A RESOLUTION OF THE HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY ("CRA"), APPROVING AN AMENDMENT TO THE LICENSE AGREEMENT - JOHNSON STREET PARCEL; SUBSTITUTING A NEW EXHIBIT B (ORIGINALLY APPROVED AS THE SITE PLAN BY RESOLUTIONS R-2010-364 AND R-2011-246 OF THE CITY COMMISSION); AND OBLIGATING THE CRA TO PAY MARGARITAVILLE APPROXIMATELY \$41,600.00 PER YEAR TO HELP OFFSET THE COST OF ENTERTAINMENT AT THE BANDSHELL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the site plan for Margaritaville Hollywood Beach Resort, generally located north of Michigan Street, south of Johnson Street, east of the Intracoastal Waterway and west of the Atlantic Ocean (300 Johnson Street/1112 N. Ocean Drive), originally approved by Resolution R-2010-364 and R-2011-246 of the City Commission, includes a 349 room hotel, public/private parking garage, retail and restaurant space, and a public plaza and other amenities on Johnson Street; and

WHEREAS, approvals of this project included a License Agreement allowing for the development, construction, and maintenance of the Johnson Street Parcel;

WHEREAS, an application was filed with the City of Hollywood Department of Development Services by Margaritaville Hollywood Beach Resort, LLC, (herein referred to as the "Applicant"), requesting Exhibit B attached to of the Johnson Street Parcel License Agreement be amended to reflect the following changes: the elimination of the compass rose medallion paver design on the eastern portion of Johnson Street; the addition of a sign identifying the Hollywood Trolley stop shelter; the addition of a sign on the median at the western end of Johnson Street, identifying the entrance and availability of public parking; and replacement of grass with artificial turf on the Great Lawn; and

WHEREAS, the staff of the City's Department of Development Services have reviewed the above-described proposed modifications to Exhibit B of the Johnson Street Parcel License Agreement for the Margaritaville Hollywood Beach Resort and recommend approval; and

WHEREAS, Margaritaville has also requested that the CRA help offset the cost of providing programming at the Bandshell Area, and CRA staff have tentatively agreed to pay \$800 per week (approximately \$41,600.00 per year); and

WHEREAS, funding for this expense is available in account number 63.0185.00170.552.004911 (Special Events – CRA) for Fiscal Year 2016 and will be appropriated in subsequent fiscal years; and

WHEREAS, the City Commission has reviewed the attached proposed Amendment to License Agreement for the Margaritaville Hollywood Beach Resort and has determined that the amendment should be approved;


NOW, THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

Section 1: That it hereby approves and authorizes the execution, by the appropriate CRA officials, of the attached Amendment to License Agreement – Johnson Street Parcel, together with such nonmaterial changes as may be subsequently agreed to by the CRA Executive Director and approved as to form and legality by the CRA General Counsel.

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

PASSED AND ADOPTED this 6<sup>th</sup> day of July, 2016.

ATTEST:

  
\_\_\_\_\_  
PHYLLIS LEWIS, BOARD SECRETARY

HOLLYWOOD, FLORIDA COMMUNITY  
REDEVELOPMENT AGENCY  
  
\_\_\_\_\_  
PETER BOBER, CHAIR

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

  
\_\_\_\_\_  
JEFFREY P. SHEFFEL, GENERAL COUNSEL *af*

**AMENDMENT TO LICENSE**  
**AGREEMENT – JOHNSON STREET PARCEL**

THIS AMENDMENT TO LICENSE AGREEMENT – JOHNSON STREET PARCEL is made and entered into as of the 1st day of Sept, 2016 by and between the CITY OF HOLLYWOOD, a Florida municipal corporation (the “City”), MARGARITAVILLE HOLLYWOOD BEACH RESORT, L.P., f/k/a MARGARITAVILLE HOLLYWOOD BEACH RESORT, LLC, a Delaware limited partnership (the “Developer”), and the HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY a dependent special district of the City (the “CRA”).

WHEREAS, the parties entered into a License Agreement - Johnson Street Parcel (the “Original Agreement”) dated February 9, 2011 by which the City granted a license for a period of five (5) years to the Developer for the portion of Johnson Street generally located east of A1A for use, operation and maintenance in accordance with the terms and conditions of the Agreement; and

WHEREAS, the parties enter into this Amendment to amend the terms and conditions of the Original Agreement as stated below;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Section 8.2 of the Original Agreement is amended by substituting Exhibit “B” attached hereto for Exhibit “B” attached to the Original Agreement .
3. The first paragraph of Section 8.5 of the Original Agreement is hereby split into two paragraphs and further amended to read as follows:

Developer agrees that this License is non-exclusive in nature and that the City, the CRA and third parties shall have the right, subject to the limitations set forth herein, to use the Johnson Street Parcel for City or CRA and other programs and events throughout the calendar year. Upon the Commencement Date of the Term of this License, and quarterly thereafter, Developer shall meet with the appropriate City officials and staff (including, but not limited to, the appropriate representatives from the CRA and the City’s Parks, Recreation and Cultural Arts

Department) to coordinate and finalize programming and entertainment scheduling requested by the parties for the Bandshell Area for the upcoming quarter. Developer shall provide programming within the Bandshell Area, at Developer's sole cost and expense except as hereinafter provided, for a minimum of five (5) nights per week, weather permitting, from the hours of 7:00 p.m. to 9:00 p.m. To help offset the Developer's cost of providing such programming and in particular, the additional security needed to provide such programming, the CRA shall make payment to the Developer at the rate of \$800.00 per week for a period of one year, with each payment due within 45 days after receipt by the CRA of a proper invoice therefor from the Developer. The parties acknowledge that as of July 6, 2016, the additional security provided by the Developer was two off-duty City police officers for four-hour shifts (6:00 p.m. – 10:00 p.m.) five days per week (Wednesday – Sunday), weather permitting.

Any programming or entertainment within the Bandshell Area sponsored by or offered through the City, CRA, Parks, Recreation or Cultural Arts Department or other city agency or department shall be at such party's sole cost and expense. Third party public scheduling requests, such as those made by civic organizations or other public groups, to perform within the Bandshell Area shall be coordinated with the City, the CRA and Developer for programming and entertainment scheduling. The City, including its agencies and departments, and the CRA shall encourage such third party scheduling requests to be considered simultaneously with the quarterly programming and entertainment scheduling established between the City, the CRA and the Developer for the upcoming quarter. Notwithstanding the foregoing, the Developer shall be expressly permitted to have the exclusive use of the Bandshell Area not to exceed ten (10) times per calendar year, to the exclusion of the general public, for a period not to exceed three (3) hours in duration for each such scheduled performance, program or event. Similarly, the City, the CRA or its agencies or departments, shall be expressly permitted to have the exclusive use of the Bandshell Area not to exceed ten (10) times per calendar year, to the exclusion of the Developer, for a period not to exceed three (3) hours in duration for each such scheduled performance, program or event. Developer, City or CRA shall have the right to divert pedestrian, bicycle or any other Broadwalk traffic to move around, rather than through, the perimeter of the Bandshell Area during any scheduled performance, program or event sponsored by such party.

4. All other provisions of the Original Agreement shall be and remain the same.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be signed in its name by its Managing Member, the City Commission of Hollywood has caused this Amendment to be signed in its name by the appropriate City officials, and duly attested to by the City Clerk, and approved as to form and sufficiency by the City Attorney , and the Board of the Hollywood Community Redevelopment Agency has caused this Amendment to be signed in its name by the appropriate CRA officials, and duly attested to by the Board Secretary, and approved as to form and sufficiency by the CRA General Counsel on the day and year first above written.

ATTEST:

MARGARITAVILLE HOLLYWOOD BEACH RESORT,  
L.P., a Delaware limited partnership

By: Margaritaville Hollywood Beach Resort GP, L.L.C.,  
Its: General Partner

By: MHBR JV, L.P.,  
Its sole member

By: Lojeta-Millennium GP, LLC,  
Its general partner

By: Lojeta-Millennium Group,  
LLC,  
Its sole member

Name: Ellen Lewis  
Ellen Lewis  
Name: Angela Waller  
Angela Waller

By: [Signature]  
Name: Lon Tabatchnick  
Title: Authorized Signatory

By authority of Resolution No. R-2016- 199  
Duly passed and adopted by the Hollywood  
City Commission on July 6, 2016.

By: [Signature]  
Name: Peter Bober,  
Title: Mayor

CITY OF HOLLYWOOD, a Florida  
municipal; corporation

By: [Signature]  
Name: Wazir A. Ishmael, Ph.D.  
Title: City Manager



ATTEST:

By:

  
Patricia A. Cerny, MMC  
City Clerk

APPROVED AS TO FORM AND  
SUFFICIENCY FOR THE USE AND  
RELIANCE OF THE CITY OF  
HOLLYWOOD ONLY:

By:

  
Name: Jeffrey P. Sheffel, Esq.   
Title: City Attorney

By authority of Resolution No. R-BCRA-  
2016-~~22~~ duly passed and adopted by the Board  
of the Hollywood Community Redevelopment  
Agency on July 6, 2016.

By:

  
Name: Peter Bober  
Title: Chair

By:

  
Name: Jorge Camejo  
Title: Executive Director

ATTEST:

By:

  
Phyllis Lewis, Board Secretary

APPROVED AS TO FORM AND  
SUFFICIENCY FOR THE USE AND  
RELIANCE OF THE HOLLYWOOD  
COMMUNITY REDEVELOPMENT  
AGENCY ONLY

By:



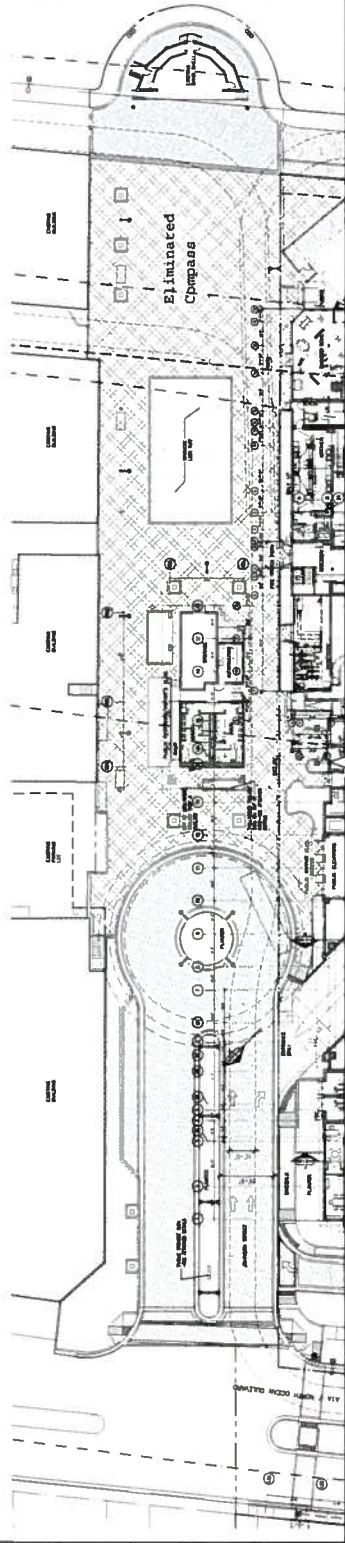
  
Name: Jeffrey P. Sheffel, Esq.   
Title: General Counsel

EXHIBIT "B"

DESCRIPTION OF THE BANDSHELL AREA  
WITHIN THE JOHNSON STREET PARCEL

That certain area of the Johnson Street Parcel commencing ten (10) feet northward from the south right-of-way line abutting and running parallel with the Leased Parcel and extending northward until ten (10) feet southward of the existing buildings to the north and running parallel with the buildings on the north side of the public right-of-way; and then extending from the eastern side of the structure housing the storage room, information booth, and public restrooms eastward until the easterly wall of the structure commonly known as the Bandshell, all as more fully shown on the attached sketch.

Exhibit "B"



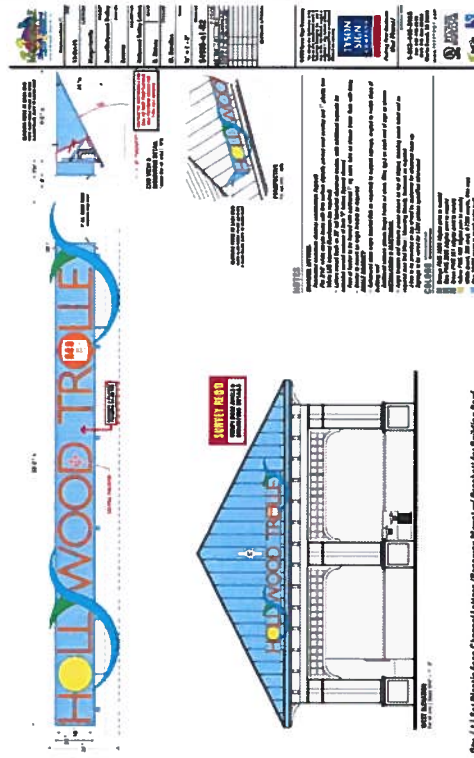
JOHNSON STREET SIGN & SYN LAWN REVISION PLAN



Qty: 11 B/W 10'x10'x10' Sign, Freestanding Parking Sign (for EDC provided by client)



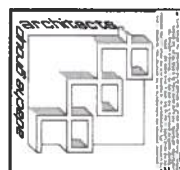
Qty: 11 B/W 10'x10'x10' Sign, Freestanding Parking Sign (for EDC provided by client)



Qty: 11 B/W 10'x10'x10' Sign, Freestanding Parking Sign (for EDC provided by client)



Qty: 11 B/W 10'x10'x10' Sign, Freestanding Parking Sign (for EDC provided by client)



**PROJECT OWNER:** TRAC  
**ARCHITECTS:** TRAC  
10000 W. BOULEVARD  
SUITE 100  
MIRAGE, FLORIDA 33150  
TEL: 305.410.1000  
WWW.TRACFLA.COM

**OWNER:** HANNAH/AMERICA HOLLYWOOD  
BEACH RESORT, LLC  
10000 W. BOULEVARD  
SUITE 100  
MIRAGE, FLORIDA 33150  
TEL: 305.410.1000  
WWW.TRACFLA.COM



**DESIGNED BY:** TRAC  
**DATE:** 9-8-2013

**REVISIONS:**  
DATE: 9-8-2013  
REVISION: 1

**JOHNSON STREET**  
10000 W. BOULEVARD  
SUITE 100  
MIRAGE, FLORIDA 33150  
TEL: 305.410.1000  
WWW.TRACFLA.COM

**DATE:** 9-8-2013  
**DESIGNED BY:** TRAC  
**PROJECT NO.:** 10000

**SHEET NO.:** A-01





# CERTIFICATE OF LIABILITY INSURANCE

4/1/2017

DATE (MM/DD/YYYY)

3/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 195 Scott Swamp Road, Suite 201 Farmington CT 06032 860-678-4000	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b> 1361278 MARGARITAVILLE HOLLYWOOD BEACH RESORT, L.P c/o Starwood Capital Group 591 West Putnam Ave. Greenwich CT 06830	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Federal Insurance Company	
	<b>INSURER B:</b> Allied World National Assurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b>		
20281		
10690		

**COVERAGES** STAR **CERTIFICATE NUMBER:** 12447025 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No Ded/SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	9947-60-78	4/1/2016	4/1/2017
						EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			
						COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
						BODILY INJURY (Per person) \$ XXXXXXXX
						BODILY INJURY (Per accident) \$ XXXXXXXX
						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
						\$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	0307-1507	4/1/2016	4/1/2017
						EACH OCCURRENCE \$ 25,000,000
						AGGREGATE \$ 25,000,000
						\$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE		
						PER STATUTE OTH-ER
						E L EACH ACCIDENT \$ XXXXXXXX
						E L DISEASE - EA EMPLOYEE \$ XXXXXXXX
						E L DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Margaritaville Beach Resort, 1112 N Ocean Drive, Hollywood, FL 33019. The City of Hollywood is included as Additional Insured with respects to Liability as required by written contract. Waiver of subrogation applies per written contract.

## CERTIFICATE HOLDER

## CANCELLATION

12447025 City of Hollywood Attention: Risk Management 2600 Hollywood Blvd Hollywood FL 33020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners

**DATE:** June 21, 2016

**FROM:** Jeffrey P. Sheffel, City Attorney

**SUBJECT:** Proposed Agreement with Margaritaville for Amendment to License Agreement – Johnson Street Parcel

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I have reviewed the above-captioned agreement for form and legality, and the general business terms and other significant provisions are as follows:

- 1) Department/Office involved – Development Services
- 2) Type of Agreement – Amendment to License Agreement – Johnson Street Parcel
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
  - a) initial – 5 yrs. (no change).
  - b) renewals (if any) –
  - c) who exercises option to renew –
- 5) Contract Amount - CRA will pay to Margaritaville \$800/wk. to help offset some of the costs of providing entertainment at the Bandshell.
- 6) Termination rights – For cause only (no change).
- 7) Indemnity/Insurance Requirements – Developer indemnifies City and provides insurance (no change).
- 8) Scope of Services – Developer will eliminate the compass from the site plan and will construct a trolley sign and a parking information sign, all as shown on the new Exhibit B
- 9) City's prior experience with Vendor – Yes.
- 10) Other significant provisions – None.

cc: Wazir A. Ishmael, Ph.D., City Manager

**STATEMENT OF BUDGET IMPACT**  
**Budgetary Review of Proposed Resolution &**  
**Ordinances with Financial Implication.**

**Date:** June 20, 2016

**File:** BIS CRA 16-15

**Proposed Legislation:**

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**Statement of Budget Impact:**

1. ☐ No Budget Impact associated with this action;
2. ☒ Sufficient budgetary resources identified/available;
3. ☐ Budgetary resources not identified/unavailable;
4. ☐ Potential increase in Revenue is possible with this action;

**Explanation:**

The site plan for Margaritaville Hollywood Beach Resort, generally located north of Michigan Street, south of Johnson Street, east of the Intracoastal Waterway and west of the Atlantic Ocean (300 Johnson Street/1112 N. Ocean Drive), originally approved by Resolution R-2010-364 and R-2011-246 of the City Commission, includes a 349 room hotel, public/private parking garage, retail and restaurant space, and a public plaza and other amenities on Johnson Street.

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The staff of the City's Department of Development Services have reviewed the above-described proposed modifications to Exhibit B of the Johnson Street Parcel License Agreement for the Margaritaville Hollywood Beach Resort and recommend approval.

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**APPROVED BY:** Yvette Scott-Phillip  
Budget Manager  
Hollywood Community Redevelopment Agency