

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** September 22, 2020

**FROM:** Douglas R. Gonzales, City Attorney

**SUBJECT:** Proposed Agreement with BTI Land Acquisitions to Develop Block 58

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

- 1) Department/Division involved – Development Services
- 2) Type of Agreement – Development Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract -
  - a) initial – Developer will substantially complete Phase 1 within 30 mths of issuance of last required building permit. Developer will not receive reimbursement or payments if the project is not substantially complete by December 31, 2024. Agreement will expire 9/30/30.
  - b) renewals (if any) – n/a
  - c) who exercises option to renew – n/a
- 5) Contract Amount – Starting when project generates TIF and ending 9/30/2025, CRA will pay Developer 95% of TIF generated by project, Thereafter and ending 9/30/2030, CRA will pay Developer 95% of what City’s portion of TIF generated by project would be if TIF was still being paid to CRA plus an amount equal to \$280,000 or what Broward County’s portion of the TIF generated by the project would be if TIF was still being paid to the CRA, whichever is less.
- 6) Termination rights – For cause only.
- 7) Indemnity/Insurance Requirements – Vendor will indemnify City.
- 8) Scope of Services – In Block 58, “Hollywood” Plat, Phase 1 will have residential, commercial retail and parking garage.
- 9) City’s prior experience with Vendor (if any) – No.
- 10) Other significant provisions – For residential units, rent will be market rate. While Agreement is in effect, no residential unit will be rented for less than 6 mths. If an event of default is caused by Developer, CRA can withhold prorated portion of incentive payment for that yr.

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