

RESOLUTION NO. 14-293

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED FIFTH AMENDMENT TO THE CITY'S BUS SHELTER AGREEMENT WITH ANDERSON OUTDOOR ADVERTISING, INC.; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 95-466, the City Commission approved an amended Bus Shelter Agreement with Anderson Outdoor Advertising for a term of 10 years; and

WHEREAS, the Agreement was amended in Resolution No. 99-119, then renewed and amended in Resolution No. 03-330, and amended in Resolution No. 06-179 and Resolution 11-190; and

WHEREAS, the parties desire to amend the Agreement to allow for additional bus shelters and advertising benches in Key West and along the Lower Keys Shuttle route, to extend the term of the agreement, and to adjust the City's revenue share.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Fifth Amendment to Agreement with Anderson Outdoor Advertising, Inc. is hereby approved.

Section 2: That the City Manager is hereby authorized to execute the attached Fifth Amendment to Agreement on behalf of the City.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 21st day of October, 2014.

Authenticated by the presiding officer and Clerk of the Commission on October 22, 2014.

Filed with the Clerk October 22, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Absent</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY



To: Jim Scholl, City Manager
From: Norman Whitaker, Director / KWDoT
Date: October 3, 2014
Subject: Approving Fifth Amendment to Agreement
City of Key West and Anderson Outdoor Advertising, Inc.

Action Statement:

The City of Key West, Transit Department requests approval of a Fifth Amendment to the existing agreement with Anderson Outdoor Advertising, Inc., for purposes of modifying certain terms and conditions in said agreement.

Project History:

The City and Anderson Outdoor Advertising first entered into an Advertising Agreement on December 27, 1995 to add bus shelters on the City's fixed route bus transit service. Between 1999 and 2011, the agreement has been amended four (4) times, with the fourth amendment adding bus benches at mutually agreed locations which are required to be compliant with all State, Local, and Federal regulations, including those related to safety, set back, and ADA. Anderson Outdoor Advertising shall be responsible for all cost associated with permitting and construction of bus shelters.

The Department is continuing to improve and provide customer amenities which will also assist with increasing transit revenue opportunities with the addition of customer bus benches and shelters, to be complimented with trash receptacles and recycling receptacles; and placed in mutually agreed upon locations within the City and Lower Keys bus service areas.

John Anderson, owner of Anderson Outdoor Advertising agreed to pay the City 25% of gross revenues quarterly. Last fiscal period Anderson paid the City more than \$80,000, in revenues earned by bus shelter advertising.

Purpose & Justification:

Amendment Five (5) will permit Anderson Outdoor Advertising to erect 24 bus shelters, all of which are to be coupled with benches, trash receptacles and recycling receptacles, to be located in the City's bus service area of Key West and Stock Island, along with 33 bus shelters, all of which are coupled with benches, trash receptacles and recycling receptacles, to be located in the area of the City's Lower Keys shuttle service area. In addition, Anderson shall be permitted to erect up to a total of 12 new shelters, all of which shall be coupled with benches, trash receptacles and recycling receptacles. The shelters shall be erected at locations mutually agreed upon by the parties within the area encompassed by the City's bus service area of Key West and Stock Island, and the area of the City's Lower Keys shuttle service area. The locations must be compliant with all State, Local, and Federal regulations, including those related to safety, set back, and ADA. Anderson Outdoor Advertising shall be responsible for all cost associated with permitting and construction of bus shelters.

Specifically, the total number of additional bus shelters shall not exceed 12, wherever located. The bench associated with each shelter shall include either a two or three seat bench with a metal divider arm rest which shall prevent persons from lying down or sleeping.

Anderson shall be permitted to erect a total of 20 advertising benches which are not coupled with shelters, to be located in the City's bus service area of Key West and Stock Island and the area of the City's Lower Keys shuttle service area. The advertising benches shall be erected at locations mutually agreed upon by the parties. The locations must be compliant with all State, Local, and Federal regulations, including those related to safety, set back, and ADA. Anderson Outdoor Advertising shall be responsible for all cost associated with permitting and construction of bus shelters. Specifically, the total number of advertising benches shall not exceed 20, wherever located.

ANDERSON proposes to increase the gross advertising revenue from 25% to 30% quarterly, for all shelters and advertising benches, as each unit is added to the passenger system amenities inventory list with the CITY.

Fiscal Impact:

Potential revenues that may be generated to assist with offset of expenses to operate public transit services are likely to be netted as a result of increased advertising sales overall.

The City will be provided improved customer amenities for all transit users which may result in added passenger trips per year, at no added cost to the City.

Recommendation:

Key West Transit staff recommends the City Commission approve the Fifth Amendment to agreement with Anderson Outdoor Advertising, Inc., to allow the opportunity to improve customer amenities at no cost to the City, while also improving revenue opportunities as the gross sales revenue share currently in place with this Agreement, at the rate of 30%. At a time when expenses seem to continue to increase, those added revenues will assist the City with offset of all operating expenses for the public transit system.

FIFTH AMENDMENT TO AGREEMENT
Anderson Outdoor Advertising, Inc.

This is the Fifth Amendment to Agreement with ANDERSON OUTDOOR ADVERTISING, INC., a Florida corporation, (hereinafter "ANDERSON"), and the City of Key West, Florida, a municipal corporation, (hereinafter "CITY"), dated this 22 day of OCTOBER, 2014.

WITNESSETH

WHEREAS, CITY and ANDERSON entered into an Agreement on the 27th day of December, 1995, (the "Agreement"), pertaining to bus shelter advertising; and

WHEREAS, the CITY and ANDERSON entered into the First Amendment to the Agreement on April 12, 1999; and

WHEREAS, the CITY and ANDERSON entered into the Second Amendment to the Agreement on October 1, 2003; and

WHEREAS, the CITY and ANDERSON entered into the Third Amendment to the Agreement on August 16, 2006; and

WHEREAS, the CITY and ANDERSON entered into the Fourth Amendment to the Agreement on June 23, 2011; and

WHEREAS, paragraph 1 of the Agreement, as amended, provides for a total of 24 bus shelters, all of which are coupled with benches, trash receptacles and recycling receptacles, to be located in the City's bus service area of Key West and Stock Island, and which also provides for a total of 33 bus shelters, all of which are coupled with benches, trash receptacles and recycling receptacles, to be located in the area of the City's Lower Keys shuttle service area, and which also provides for a total of 20 advertising benches which are not coupled with shelters; and

WHEREAS, the CITY and ANDERSON desire a Fifth Amendment to the existing Agreement; for purposes of modifying certain terms and conditions of said Agreement and providing replacement shelters for those shelters removed from North Roosevelt Boulevard during the highway reconstruction project;

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and ANDERSON agree as follows:

Section 1: That paragraph 1 of the Agreement, as amended, is hereby deleted and replaced with the following:

ANDERSON shall own and erect bus shelters, substantially as described and depicted on attached Exhibits "B" and "C", on sites located on the public right-of-way within the City of Key West and on sites located on private property. All sites shall be at locations mutually agreed upon by the parties and shall be located only at official bus stops. At all times during the term of this Agreement, as amended, the bus shelters shall remain the property of Anderson. The right-of-way upon which any shelter may be placed shall remain public right-of-way. Nothing herein shall be construed to impose any obligation on Anderson to

maintain right-of-way other than as necessary to erect and maintain the bus shelters. Anderson shall be responsible for all costs associated with permitting and constructing the bus shelters, which shall be compliant with all state, local, and federal regulations, including those pertaining to the ADA.

Anderson shall be permitted to erect 24 bus shelters, all of which are to be coupled with benches, trash receptacles and recycling receptacles, to be located in the City's bus service area of Key West and Stock Island, along with 33 bus shelters, all of which are coupled with benches, trash receptacles and recycling receptacles, to be located in the area of the City's Lower Keys shuttle service area. In addition, Anderson shall be permitted to erect up to a total of 12 new shelters, all of which shall be coupled with benches, trash receptacles and recycling receptacles. The shelters shall be erected at locations mutually agreed upon by the parties within the area encompassed by the City's bus service area of Key West and Stock Island, and the area of the City's Lower Keys shuttle service area. Specifically, the total number of additional bus shelters shall not exceed 12, wherever located. The bench associated with each shelter shall include either a two or three seat bench with a metal divider arm rest which shall prevent persons from lying down or sleeping.

Anderson shall be permitted to erect a total of 20 advertising benches which are not coupled with shelters, to be located in the City's bus service area of Key West and Stock Island and the area of the City's Lower Keys shuttle service area. The advertising benches shall be erected at locations mutually agreed upon by the parties. Specifically, the total number of advertising benches shall not exceed 20, wherever located.

Section 2: That paragraph 3 of the Agreement is hereby amended by the addition of the following language:

In addition, Anderson shall empty and dispose of the contents of the trash and recycling receptacles at Anderson's sole cost and expense.

Section 3: That paragraph 7 of the Agreement is hereby deleted and replaced with the following:

Upon the execution of this Fifth Amendment, ANDERSON shall pay the CITY 30% of gross advertising revenues, quarterly, for all shelters and advertising benches, as each unit is added to the passenger system amenities inventory list with the CITY. This will include a reconciliation to be performed between CITY and ANDERSON on a quarterly basis, to reflect location, identify by shelter or bench, and status of same.

Additionally, the CITY and ANDERSON have developed bi-annual field and inspection procedures which are mutually agreed upon, and shall continue to be a recognized as a part of this Amendment to said Agreement.

Section 4: That paragraph 9 is amended to provide as follows:

The term of this Agreement is extended for an additional three (3) year period beyond the current expiration term of September 30, 2021, and shall be valid through September 30, 2024.

ANDERSON shall have an option for renewal of the Agreement for an additional five (5) year period at the end of the Agreement term upon mutual agreement of ANDERSON and CITY.

Section 5: Except as modified herein, the Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this Fifth Amendment to Agreement on the date first written above.

CITY OF KEY WEST, FLORIDA



By: J. Scholl
Jiro Scholl, City Manager

Cheryl Smith
CHERYL SMITH, CITY CLERK

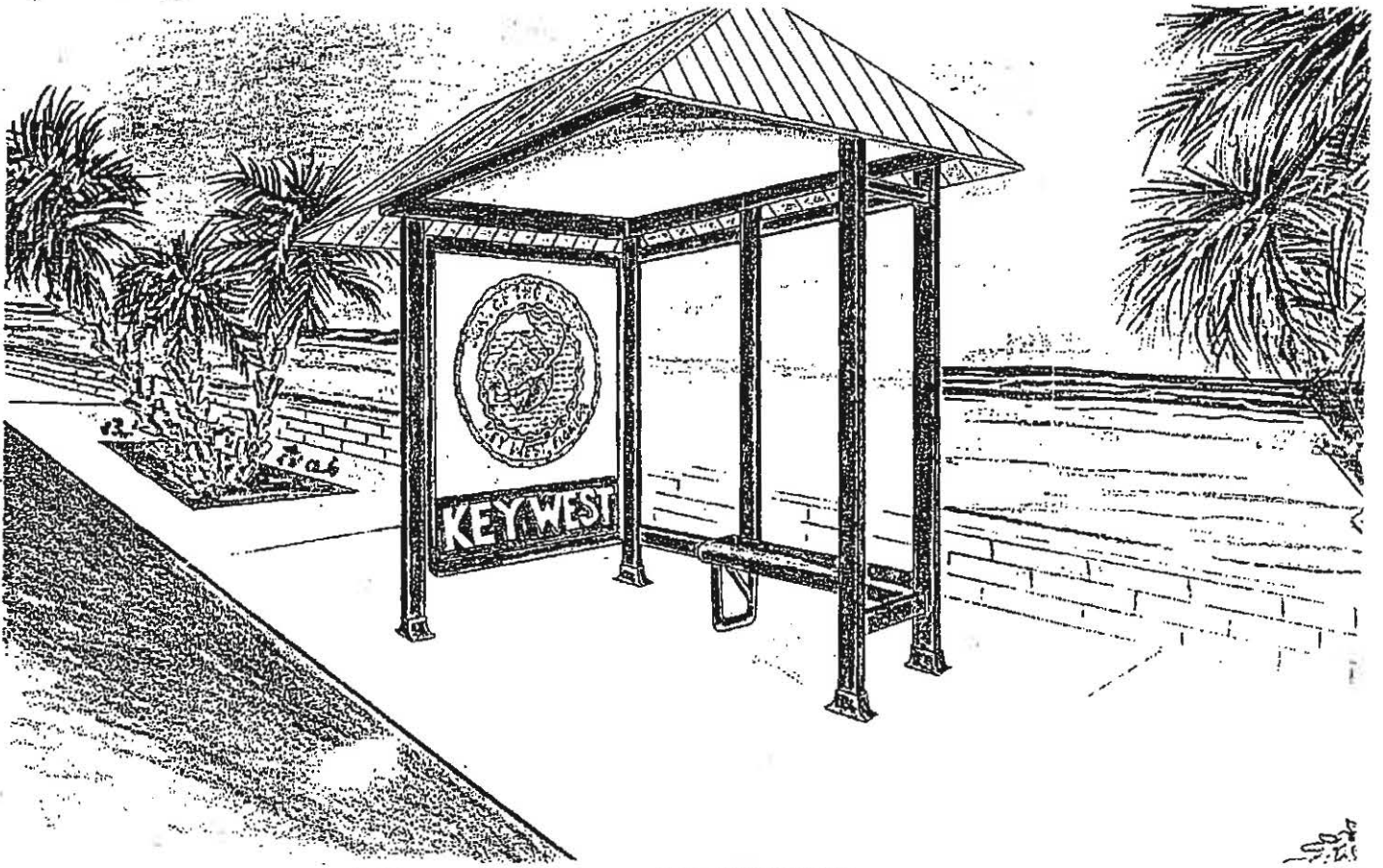
ANDERSON OUTDOOR ADVERTISING,
INC., a Florida corporation

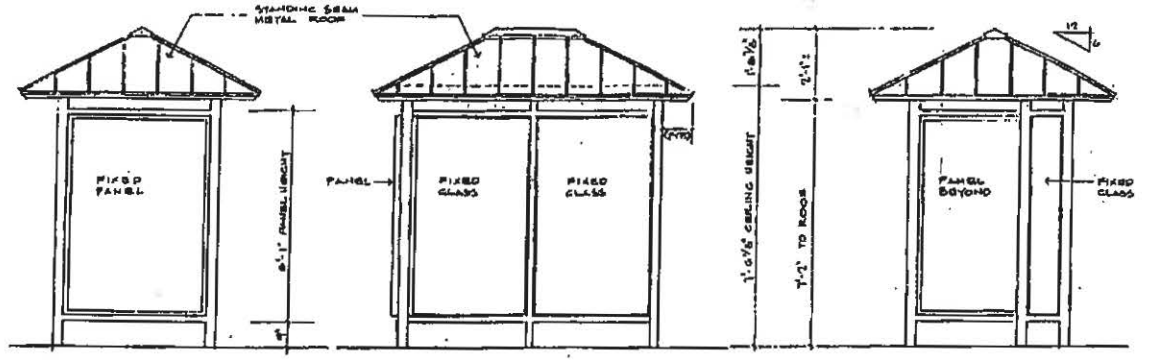
By: John H. Anderson
John H. Anderson, President

ATTEST:

Candyn Hare
Secretary

EXHIBIT B

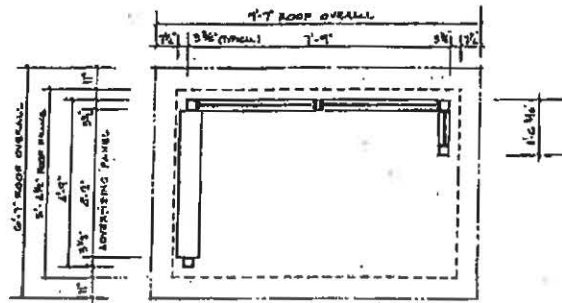




LEFT SIDE ELEVATION

FRONT ELEVATION

RIGHT SIDE ELEVATION



PLAN

PROPOSED ADVERTISING SHELTER
FOR THE CITY OF KEY WEST, FLORIDA
SCALE: 1/2" = 1'-0"
16 MAY 1991

EXHIBIT C

Fell

RESOLUTION NO. 92-283

A RESOLUTION ACCEPTING THE PROPOSAL FROM PHOENIX SHELTER ADVERTISING FOR REPLACEMENT OF EXISTING SHELTERS IN THE CITY OF KEY WEST, INCLUDING MAINTENANCE, INSURANCE AND ADMINISTRATION OF ADVERTISING PROGRAM AND APPROVING AND AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, request for proposals to administer a bus shelter advertising revenue program for the City was issued by the Port and Transit Authority; and

WHEREAS, bid opening was held on May 21, 1992, with Phoenix Shelter Advertising being the only responder; and

WHEREAS, Phoenix Shelter Advertising proposes to replace all the existing shelters in the City of Key West with new shelter, provide necessary maintenance, insurance, sell advertising and guarantee the City ten percent of gross revenues realized by Phoenix;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Key West, Florida as follows:

Section 1. The proposal of Phoenix Shelter Advertising for replacement of existing bus shelters, including maintenance, insurance and administration of advertising program is hereby accepted, contingent, however, upon negotiation of a contract acceptable to both parties.

Section 2. The City Manager is hereby authorized to execute the attached contract with Phoenix Shelter Advertising.

Section 3. This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 7th day of July, 1992.


DENNIS J. WARDLOW, MAYOR

ATTEST:

JOSEPHINE PARKER, CITY CLERK

**AGREEMENT FOR BUS SHELTER/ADVERTISING
BETWEEN THE CITY OF KEY WEST,
AND PHOENIX SHELTER ADVERTISING, INC.**

THIS AGREEMENT, made and entered into in duplicate this 27th day of July, 1992, by and between the CITY OF KEY WEST, a municipal corporation in Monroe County, Florida, hereinafter referred to as the City, and PHOENIX SHELTER ADVERTISING, INC., 1045 E. Atlantic Avenue, Suite 214, Delray Beach, Florida 33483, hereinafter referred to as Phoenix.

W I T N E S S E T H:

WHEREAS, the City solicited proposals for a program to administer a bus shelter advertising revenue program for City of Key West Port and Transit Authority; and

WHEREAS, Phoenix was awarded the bid by the City Commission of the City of Key West by Resolution No. 92-283; and

WHEREAS, Phoenix is a corporation organized under the laws of the State of Florida and licensed to do business in the State of Florida; and

WHEREAS, the City desires to supply residents with shelter from inclement weather at bus stops and Phoenix proposes to supply said shelters at no cost to the City;

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Phoenix shall own and erect bus shelters, substantially as described and depicted on attached Exhibit "B", sites located on the public right-of-way within the City. Said sites shall be selected by both parties, and shall be located only at official bus stops. At all times during the term of this Agreement, the bus shelter structures shall remain the property of the Phoenix and the land upon which the bus shelters are erected, shall remain as a public right-of-way. This Agreement shall not be construed to impose any obligation on the Phoenix to maintain such land other than as necessary in erecting and maintaining the bus shelters. City shall remove and dispose of existing shelters at City's cost. Phoenix shall have the right to utilize parts otherwise intended for disposal.

2. Phoenix may sell and place advertising in the bus stop shelters, limited to two (2) display panels 48" x 72" per shelter. Advertising revenues shall be payable to the City as stated in paragraph number 7.

3. Phoenix shall at its sole expense erect, install, light, clean, maintain, repair or replace in compliance with all applicable codes, these shelters at no cost to the City. General maintenance shall be performed bi-weekly and damage to the shelter, shall be repaired within seventy-two (72) hours of the time said damage is reported by the City to Phoenix.

4. During the term hereof, Phoenix agrees to indemnify and hold harmless City of Key West, its officers, agents, and employees against any and all claims, losses, liabilities or expenditures of any kind, including but not limited to court costs, expenses, attorney's fees and sales tax, if any, accruing or resulting from any and all suits, claims, demands, or damages of any character or persons, or corporations, or property, by virtue of the design, construction, and maintenance of the bus stop shelters.

5. Phoenix shall provide, at its cost, a one million (\$1,000,000) dollar liability policy of insurance wherein the City is named as co-insured with licensed carriers acceptable to the City. Said policy shall state that it is not cancelable by the insurer or the Company without written notice to the City thirty

(30) days prior to the effective date of said cancellation. Said insurance is a condition precedent to the erection or placement of any bus stop shelters. If the insurance protection mentioned herein lapses, this agreement shall immediately be void and have no further force and effect except for the continuing duty of the Phoenix to comply with the provisions of paragraph 3 regarding indemnification. Phoenix shall also, in the event the insurance protection lapses, immediately remove all shelters from the public right-of-way without notice from the City or at any cost to the City.

6. Phoenix shall coordinate and integrate the bus stop shelters with the City, County and Florida Department of Transportation.

7. Phoenix shall pay to the City an amount equal to ten (10) percent of gross revenues recognized by Phoenix for placement of advertising. Said payments shall commence six (6) months from the execution of this contract. Thereafter payment by Phoenix shall be made on a quarterly basis to the City, payable to the City of Key West, P.O. Box 1409, Key West, Florida 33041, Att: Revenue Department. Phoenix shall supply City with an annual financial audit on a yearly basis, commencing with the first anniversary date of the execution of this contract. City understands that said audits will be prepared on a calendar year basis.

8. As specified in the bid documents the number of shelters may be increased from 14 subject to approval of the City Manager or his designee.

9. The term of this contract shall be for ten (10) years from the date of execution of this contract. This term may be extended for an additional five (5) years upon agreement of both parties herein.

10. When space is available, Phoenix shall allow City approved public service announcements to be placed in designated advertising spaces within the shelters. Any such public service announcement may be removed by Phoenix in the event said advertising space becomes rented. Phoenix shall give City five (5) days notice prior to removal. All expense associated with the preparation and installation of such public service announcements shall be paid by City.

11. City recognizes that Phoenix is entitled to exclusive control of the placement of advertising on or about said shelter. City warrants that it will not permit or license any City controlled advertising within said shelters or to allow said advertising to obstruct the display on these shelters. Further, City will not license or cause to be placed any structure or fixture upon or inside the shelters without the written consent of Phoenix.

12. City agrees to be responsible for ensuring that access to shelters and from shelters to bus loading platform complies with all of the requirements of the Americans with Disabilities Act. Phoenix warrants that nothing in the design or construction of its shelter will be inconsistent with the American Disability Act or prevent access by individuals with disabilities.

13. All notices and other communications under this Agreement shall be in writing and shall be delivered either personally, by telecopier or by certified mail, return receipt required, postage prepaid, to the parties at the following addresses:

To the City of Key West : G. Felix Cooper, City Manager
City of Key West
P.O. Box 1409
Key West, Florida 33040

To the Company:

Phoenix Shelter Advertising,
Inc.
Edward Bolter/John Anderson
1045 East Atlantic Avenue
Suite 214
Delray Beach, Florida 33483

All notices shall be deemed delivered at the time of hand delivery in the event of personal delivery, upon receipt of telecopier copy, or upon receipt or rejection of certified mail, in the event delivery is made by certified mail. Either party may change its address for the purposes of receiving notices pursuant to this paragraph, providing such change is in writing, which shall not be effective until actually received by the recipient party.

14. In the event that either party has recourse to court action in order to enforce this Agreement, the prevailing party shall recover court costs, including attorney's fees on the trial or appellate level, from the non-prevailing party.

15. In the event either party shall fail to perform any of its obligations under this Agreement, the performing party shall give notice pursuant to paragraph thirteen (13) to the non-performing party, which notice shall state the nature of the violation. The non-performing party shall have thirty (30) days from the receipt of notice to cure such violation. In the event the non-performing party shall fail to cure its violation of this Agreement within the thirty (30) day period, the performing party shall have the option of terminating this Agreement by giving notice of termination to the non-performing party effective upon delivery of the notice. In the event the City shall terminate this Agreement pursuant to this paragraph, the City may order Phoenix to remove its shelter/benches within thirty (30) days of termination at no cost to the City. In the event Phoenix shall terminate this Agreement, Phoenix may remove its shelters/benches within sixty (60) days of termination, and the cost of maintaining or removing any shelters/benches remaining subsequent to the sixty (60) day period shall be the sole responsibility of the City.

16. City and Phoenix hereby acknowledge and agree that this contract is interpreted to mean that Phoenix has an exclusive agreement with the City to provide bus stop shelters.

17. The bus stop shelters will be located only in public rights-of-way in the City of Key West. Phoenix agrees that it will coordinate with the appropriate governmental authority for individual sites located on sites not identified as City of Key West rights-of-way. City makes no warranties as to Phoenix's ability to place or replace bus shelter on property other than that belonging to the City of Key West.

18. In the event that the Port and Transit Authority (PATA) of the City of Key West is reorganized or becomes a contract function of private industry, City will require said department or contractor to honor the terms and conditions of this Agreement.

19. The parties agree that the Request for Proposals (Exhibit A), the Phoenix Bid Response (Exhibit B) with attachments are incorporated as part of this Agreement. Where any conflict exists between an Exhibit and the Agreement, the Agreement will govern. Where conflict exists between the Exhibits, the Bid Response shall govern.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date and year indicated below each of its names.

Signed, Sealed and Delivered
in the Presence of:

CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FLORIDA 33041

[Signature]
Witness

[Signature]
G. Felix Cooper
City Manager

[Signature]
Witness

Date: 7-27-92

PHOENIX SHELTER
ADVERTISING, INC.
1045 E. ATLANTIC AVE.
STE. 214
DELRAY BEACH, FL 33483

[Signature]
Witness

[Signature]
Vice Pres. Devt

[Signature]
Witness

Date: July 15 1992

RESOLUTION NO. 94-318

A RESOLUTION AMENDING THE AGREEMENT FOR BUS SHELTER/ADVERTISING BETWEEN THE CITY OF KEY WEST AND PHOENIX SHELTER ADVERTISING, INC. TO PROVIDE FOR A NAME/OWNERSHIP CHANGE FROM PHOENIX SHELTER ADVERTISING, INC. TO ANDERSON OUTDOOR ADVERTISING, INC.; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Key West entered into a contract, approved by Resolution No. 92-283, with Phoenix Shelter Advertising, Inc. to provide certain bus shelter and advertising services; and

WHEREAS, because of a buyout of the corporate interest the name has changed to Anderson Outdoor Advertising, Inc. and it is advisable to amend the contract to so reflect;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Key West as follows:

Section 1. Amendment of the Agreement between the City of Key West and Phoenix Shelter Advertising, Inc. dated July 27, 1992 and approved by Resolution No. 92-283 to substitute Anderson Outdoor Advertising, Inc. for Phoenix Shelter Advertising, Inc. is hereby approved. The City Manager is hereby authorized and directed to execute an Amendment to the Agreement reflecting said change.

Section 2. This Resolution shall go into effect immediately upon its adoption and authentication by the presiding officer and the Clerk of the Commission.

Passed and adopted at a meeting held this 2nd day of August, 1994.

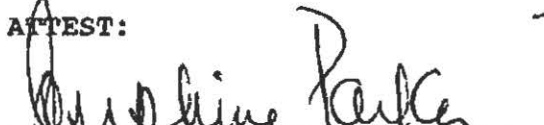
Authenticated by the presiding officer and Clerk of the Commission on the 2nd day of August, 1994.

94-318

Filed with the Clerk on August 2, 1994.


DENNIS J. WARDLOW, MAYOR

ATTEST:


JOSEPHINE PARKER, CITY CLERK

Law Offices of
TAYLOR, BRION, BUKER & GREENE

Barnett Bank Plaza
Suite 1200
One East Broward Boulevard
Fort Lauderdale, Florida 33301
(305) 522-6700
Fax (305) 522-6711

TELECOPY TRANSMITTAL

To: City of Key West

From: Luc D. Baker

Date: 11-21-95

Re: (305) 272-8133

Telecopier No: Anderson Outdon Co

No. of pages telecopied not including this cover sheet: _____

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use on the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Comments

ARTICLES OF AMENDMENT OF
PHOENIX SHELTER ADVERTISING, INC.

The Articles of Incorporation of PHOENIX SHELTER ADVERTISING, INC., a Florida corporation, are hereby amended to change the name of the corporation, and Article I is hereby amended to read:

The name of the corporation shall be

ANDERSON OUTDOOR ADVERTISING, INC.

The foregoing amendment was adopted by the Shareholders and Directors of this corporation at a Special Meeting of the Shareholders and directors of the Corporation held July 25, 1994.

IN WITNESS WHEREOF, the undersigned President of this corporation has executed these Articles of Amendment this 25th day of July, 1994.

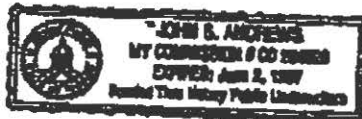
PHOENIX SHELTER ADVERTISING,
INC., a Florida corporation

By *John Anderson*
JOHN ANDERSON, President

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared JOHN ANDERSON, to me known to be the President of the above corporation and who executed the foregoing instrument herein, and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of July, 1994.



John S. Anderson
Notary Public

LAW OFFICES
TAYLOR, BRION, BUKER & GREENE
ESTABLISHED 1900

M. M. TAYLOR (882-1848)

LENA S. ANDERSON
JOHN S. ANDREWS, P.A.
PETER C. BIANCHI, JR.
DAVID S. BOWMAN, P.A.
WILBUR E. BREWTON, P.A.
HAROLD L. GREENE
J. STEPHEN KOTLER
W. DOUGLAS MOODY, JR.
GERALD W. MOORE, P.A.
JAMES W. MOORE, P.A.
THOMAS J. PALMIERI
ROBERT J. PATZANO
KELLY BREWTON PLANTE
DARY L. RUDOLF, P.A.
ANTHONY F. SANCHEZ
MARTIN L. SANDLER
STEVEN G. SANDLER
ROBERT S. SINGER
THOMAS J. SKOLA
HENRY H. TAYLOR, JR.
ARNALDO VELEZ
R. BRUCE WALLACE

OF COUNSEL
P. KRISTAN BOLINGROCKE
FRANK G. HALL
BURTON HARRISON
ROBERT A. SPOTTSMOGE, P.A.

PLEASE REPLY TO

Fort Lauderdale

July 25, 1994

FOURTEENTH FLOOR
801 BRICKELL AVENUE
MIAMI, FLORIDA 33131-8900
TELEPHONE (305) 377-6700
TELECOPIER (305) 371-4878

POST OFFICE BOX 11888
222 SOUTH ADAMS STREET, SUITE 220
TALLAHASSEE, FLORIDA 32302-3188
TELEPHONE (904) 232-7777
TELECOPIER (904) 232-3484

BARNETT BANK PLAZA, 6TH FLOOR
ONE EAST BROWARD BOULEVARD
FT. LAUDERDALE, FLORIDA 33301-1808
TELEPHONE (305) 522-6700
TELECOPIER (305) 522-8711

500 FLEMING STREET
KEY WEST, FLORIDA 33040-1900
TELEPHONE (305) 252-1775
TELECOPIER (305) 252-1362

2801 PONCE DE LEON
SUITE 707
CORAL GABLES, FLORIDA 33134-6884
TELEPHONE (305) 445-7577
TELECOPIER (305) 445-9844

Capital Connection, Inc.
417 East Virginia Street
Suite One
Tallahassee, FL 32301

Attention: Glenda

Re: Name Change: Phoenix Shelter Advertising, Inc. to
Anderson Outdoor Advertising, Inc.

Dear Glenda:

I am enclosing herewith our check in the amount of \$111.00, together with the original and a copy of the Articles of Amendment of Phoenix Shelter Advertising, Inc., changing its name to Anderson Outdoor Advertising, Inc. Please file the Articles of Amendment with the Secretary of State, procuring a certificate from the State verifying the name change and forward that to me.

The fees paid to you are broken down as follows:

1. Filing Fee for Articles of Amendment	\$	87.50
2. Capital Connection Fee	\$	23.50

Please contact me if you have any difficulty effecting this name change.

Very truly yours,


JOHN S. ANDREWS

JSA:bc
Enclosures

**AGREEMENT TO CHANGE COMPANY NAME OF
PHOENIX SHELTER ADVERTISING, INC., A FLORIDA CORPORATION**

BEFORE ME, the undersigned authority, personally appeared JOHN H. ANDERSON, (hereinafter referred to as SHAREHOLDER) as sole shareholder of PHOENIX SHELTER ADVERTISING, INC., A FLORIDA CORPORATION, (hereinafter referred to as COMPANY) who being first duly sworn, on oath, deposed and stated that, to the best of his knowledge:

1. SHAREHOLDER owns ONE HUNDRED PERCENT (100%) of the shares of PHOENIX SHELTER ADVERTISING, INC., A FLORIDA CORPORATION.

2. SHAREHOLDER does hereby covenant and agree that by July 31st, 1994, SHAREHOLDER will effectively change the name of the COMPANY to any other name than PHOENIX SHELTER ADVERTISING, INC.

3. SHAREHOLDER does hereby covenant and agree after he changes the name of the COMPANY, he shall have no further right or interest in the name PHOENIX SHELTER ADVERTISING, INC.

4. That this Agreement is made as a material induce for EDWARD A BOLTER to execute the Purchase and Sale Agreement of Stock for PHOENIX SHELTER ADVERTISING, INC., A FLORIDA CORPORATION, of even date herewith.

Signed, Sealed and Delivered
in the Presence of:

[Signature]

[Signature]

[Signature]
JOHN H. ANDERSON

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ___ day of ___, 1994 by JOHN H. ANDERSON who is personally known to me or who has produced his Florida Driver's License as identification and he did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of ___ A.D., 1994.

[Signature]
Notary Public

My commission expires:

NOV 21 '95 16:23 TAYLOR BRION BAKER & GREENE 522

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this 22 day of July, 1994, by and between EDWARD A. BOLTER the holder (hereinafter referred to as "SELLER") of FIFTY PERCENT (50%) of all of the outstanding shares of common stock of PHOENIX SHELTER ADVERTISING, INC., a Florida corporation (hereinafter referred to as the "Company") and JOHN H. ANDERSON (hereinafter referred to as "PURCHASER").

WITNESSETH:

WHEREAS, the SELLER is the owner of 100 shares of Common Stock of the Company, representing FIFTY PERCENT (50%) of all of the outstanding capital stock of the Company (the "Shares"); and

WHEREAS, Purchaser desires to purchase, and the SELLER desires to sell, the Shares representing FIFTY PERCENT (50%) of the issued and outstanding stock of the Company (hereinafter referred to as "Shares") upon and subject to the terms and conditions hereafter set forth;

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. Purchase and Sale Agreement.

On the Closing Date as defined in Section 3 hereof, and on the basis of the representations, warranties and agreements made herein or in the schedules and exhibits hereto or in certificates

Handwritten signature and initials
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or other instruments delivered pursuant hereto, and subject to the terms and conditions hereof, the SELLER agrees to sell, assign, transfer and deliver to PURCHASER, and PURCHASER agrees to purchase from the SELLER, the Shares, which on the Closing Date shall constitute FIFTY PERCENT (50%) of the issued outstanding capital stock of the Company.

2. Payment to SELLER at Closing.

At the closing, and upon execution hereof by the parties, PURCHASER shall deliver to SELLER, a cashiers' check for the amount of FORTY FIVE THOUSAND (\$45,000.00) Dollars payable to EDWARD A. BOLTER; ONE-HALF of the projected cash balance in the Company bank account as of July 31st, 1994, which sum is agreed to be TWELVE THOUSAND FOUR HUNDRED TEN AND NO/100THS DOLLARS (\$12,410.00); reimbursement for the expense of the 1994 Gator Golf tournament in Key West, Florida, in the sum of EIGHT HUNDRED AND NO/100THS DOLLARS (\$800.00); reimbursement for a portion of the money paid to SOLAR OUTDOOR LIGHTING, INC. for solar panels in the sum of TWO THOUSAND SIX HUNDRED FIFTY AND NO/100THS DOLLARS (\$2,650.0); and the commission for the Aids Awareness Contract in the sum of SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675.00). Upon receipt of said funds in the aggregate total sum of SIXTY ONE THOUSAND FIVE HUNDRED THIRTY-FIVE AND NO/100THS DOLLARS (\$61,535.00), the SELLER shall deliver to PURCHASER certificates for the Shares, registered in the names of the SELLER, each such certificate duly endorsed by the registered owner thereof for transfer or accompanied by an

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assignment duly executed by such registered owner.

3. Representations, Warranties and Agreements of the SELLER.

The SELLER represents and warrants to and agree with PURCHASER as follows:

(a) Validity of Agreement. This Agreement constitutes the valid and binding obligation of SELLER, and SELLER is unaware of any reason why this Agreement will not be enforceable in accordance with its terms; the execution and performance of this Agreement will not result in any violation of or be in conflict with or constitute a default under any contract, agreement, instruments, judgment, decree or order to which SELLER is a party or by which SELLER is otherwise bound.

(b) Title to Shares. The SELLER is the lawful owner, beneficially and of record, of the Shares, and the sale of the Shares to PURCHASER hereunder will transfer to PURCHASER legal and valid title thereto, free and clear of all claims, liens, charges and encumbrances whatsoever.

(c) Further Assurances. SELLER will, at the request of PURCHASER, execute and deliver to PURCHASER all such further assignments, endorsements and other documents as PURCHASER may reasonably request in order to perfect the purchase by PURCHASER of the Shares.

(d) Agreements of SELLER. There are no:
(1) contracts or agreements between the SELLER and a third party involving the granting of stock options or other

[Handwritten signature]
5/10

rights to acquire or transfer any shares of the Company's stock, including any right of first refusal; or (2) voting or other SELLER agreements to which the SELLER is a party or is bound.

4. Effect of Agreement.

The execution, delivery and performance of this Agreement by the SELLER requires no consent of any governmental authority or any third party, and will not violate, with or without the giving of notice and/or the passage of time, any provision of law now applicable to the SELLER or the Company, and will not conflict with, or result in the breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the property or assets of the Company pursuant to, any corporate charter, bylaw, contract, commitment, lease, license, bond, indenture, mortgage, or deed of trust to which the Company is a party or by which the Company or any of its assets and properties may be bound.

5. Representations, Warranties and Agreements of the SELLER.

The SELLER represents and warrants to and agrees with PURCHASER as follows:

(a) Organization, Good Standing, Power, Etc. The Company is duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite power, and authority to own, lease and operate its properties and to carry on its business as now being conducted. The Company is duly

qualified to do business and is in good standing in all jurisdictions where it is required to be, and neither the character of its business nor the properties owned or leased by it require that it be qualified to do business in any other jurisdiction. The copies of the Certificate of Incorporation and the Bylaws and all amendments thereto of the Company which have been delivered to PURCHASER are complete and correct.

(b) Authorized Capital Stock; Absence of Options, Warrants, Etc. The authorized capital stock of the Company consists solely of 5,000 shares of Common Stock of which 200 shares are issued and outstanding and are held by the SELLER and PURCHASER. No shares are held by the Company as treasury shares.

(c) Subsidiaries. The Company has no subsidiaries.

(d) Financial Statements. The Company has delivered to SELLER and PURCHASER its unaudited projected cash position as of JULY 31, 1994.

(e) Accounts Receivable. The accounts receivable arising subsequent to July 31st, 1994 (the "Balance Sheet Date") will be collectible in the ordinary course of business in the aggregate amounts thereof, and shall be the sole property of PURCHASER. The custodian, PIGNATO AND UNDERWOOD, P.A., shall notify SELLER of the actual accounts received as of July 31st, 1994 by August 5th, 1994. In the event the actual accounts received shall exceed the projected accounts receivable of TWENTY-FOUR THOUSAND EIGHT HUNDRED TWENTY AND NO/100THS DOLLARS (\$24,820.00) as of July 31st, 1994, then SELLER shall be entitled to FIFTY PERCENT (50%) of

the sum by which the actual accounts received exceed TWENTY-FOUR THOUSAND EIGHT HUNDRED TWENTY AND NO/100THS DOLLARS (\$24,820.00)

(f) Tax Matters. The Company and PURCHASER shall indemnify SELLER and SELLER's wife, DIANE BOLTER, against liability or loss as a result of claims made by the Internal Revenue Service for back filing or non-filing of tax returns by the Company. PURCHASER further agrees to immediately and diligently proceed to straighten out all company related IRS matters upon closing. However, neither PURCHASER nor Company shall be responsible or liable for Federal tax liabilities incurred or owed by SELLER or SELLER's wife resulting from activities or transfers of money to or from the Company. As of the date hereof, the Company is not a party to any pending action or proceeding, nor, to the best knowledge of the SELLER, is any action or proceeding threatened, by any governmental authority for assessment or collection of any taxes, and no claim for assessment or collection of any taxes has been asserted against the Company. To the best knowledge of the SELLER, the Company has no liability for any property taxes, state sales and use taxes, withholding and other payroll related taxes and other federal, state or local taxes, licenses or fees.

(g) Non-Compete Agreement. The SELLER agrees that he shall not engage in the advertising business, either directly or indirectly, in the City of Key West for the balance of the term of the lease between Company and the City of Key West.

(h) Real Property. The Company owns no real property used in connection with its business or otherwise. Company has a

lease with the City of Key West and a lease with Jamen Leasing, Inc., a Florida corporation. SELLER covenants and warrants that he has no claim to any right, title or interest in and to the Leases with the City of Key West and/or Jamen Leasing, Inc. or any other contract executed as of the date hereof in the Company name.

(i) Title to Personal Property. The Company owns the following personal property: all records, files and other documents pertaining to the corporation. SELLER shall be entitled to keep the Hewlitt Packard computer and printer since it is acknowledged by PURCHASER that it is the sole property of SELLER. All records, files and other documents pertaining to the corporation have previously been turned over to PIGNATO AND UNDERWOOD, P.A. and shall remain the property of the Company at closing and PURCHASER shall be entitled to possession of them as its sole shareholder.

(j) Leased Personal Property. Schedule 5(j) sets forth all leases of vehicles, fixtures, equipment and other personal property to which the Company is a party. All such leases are legally valid and binding and in full force and effect, and there are no defaults thereunder. The Company is not in default or in arrears in the performance of any term or condition on its part to be performed under any such lease.

(k) Litigation. There are no actions, litigations, proceedings, fines, penalties, claims or investigations pending, or so far as known to the SELLER, threatened, against or relating to the Company, or its properties or business, or the transactions contemplated by this Agreement. There is no judgment, decree,



injunction or order of any court, governmental department, agency, instrumentality or arbitrator outstanding against the Company having any such adverse effect.

(1) Books and Records. The books and records of the Company for the last two (2) years are in all material respects complete and correct and have been maintained in accordance with good business practice.

(m) Corporate Authority. The execution, delivery and performance of this Agreement by the SELLER has been duly and effectively authorized by all necessary corporate action. No other corporate proceedings on the part of the Company are necessary to authorize this Agreement, or the sale of the Shares contemplated hereby or the other actions undertaken in connection with such sale. The Company is not subject to any restriction of any kind or character which would prevent it from entering into this Agreement. The consummation of the sale of the Shares contemplated by this Agreement will not violate or conflict with the Articles of Incorporation or By-Laws of the Company or any provision of any agreement or other restriction of any kind to which the Company is a party or by which the Company or its properties or assets are bound or any statute, law, decree, regulation or order of any governmental authority; or result in a default under any contract or agreement; or cause the acceleration of maturity of any obligation or loan to which the Company is a party; or result in the creation of any lien or other encumbrance of any description on the assets or properties of the Company.



(n) No Default Under Agreements. To the best of SELLER'S knowledge, the Company is not, nor is it alleged to be, in default under, or in breach of any term or provision of, any contract, agreement, lease, license, commitment, instrument or fiduciary or other obligation. No party to any contract, agreement, lease, license, commitment, instrument or fiduciary or other obligation to which the Company is a party is in default thereunder or in breach of any term or provision thereof. There exists no condition or event which, after notice or lapse of time or both, would constitute a default by any party to any such contract, agreement, lease, license, commitment, instrument or other obligation.

(o) Bank Accounts, Etc. To the best of SELLER'S knowledge, Schedule 5(o) hereto sets forth (1) the name of each Bank in which the Company has an interest in any account or safe deposit box and the names of all persons authorized to draw thereon or to have access thereto.

(p) Insurance. Schedule 5(p) hereto sets forth all policies of insurance, a summary of their terms and the scope and amount of their coverage, now in effect covering the assets, property and business of the Company.

(q) Existence of Employee Benefit Plans. The SELLER represents and warrants that the Company does not maintain or participate in, and is not a party to any "employee pension benefit plan" as that term is defined in the Employee Retirement Income Security Act of 1974, as amended (herein called "ERISA").

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(r) Other Information. None of the documents listed in the Scheduled to this Agreement is false or misleading or contains any material misstatement of fact or omits to state any material fact required to be stated to make the statements therein not misleading.

6. Representations, Warranties and Covenants of PURCHASER.

PURCHASER hereby represents, warrants and covenants to the SELLER as follows:

(a) Authority Relative to this Agreement, Etc. PURCHASER is not subject to any restriction of any kind or character which would prevent it from entering into this Agreement or consummating the transactions contemplated hereby in accordance with the terms hereof.

(b) PURCHASER shall secure a release of SELLER's obligations and the obligations of SELLER's wife, DIANE BOLTER, from JAMEN LEASING, INC. at closing. COURTESY LEASING, INC.'s lease shall be paid off in full at closing and a release of the UCC's shall be delivered by COURTESY LEASING, INC. and recorded in the Public Records after closing.

(c) The Shares being acquired by PURCHASER pursuant to this Agreement are being acquired for investment and not with a view to, or for resale in connection with, the distribution thereof. It being specifically covenanted and warranted by PURCHASER that there is no prior or pending sale of the Company to a third party at the time of this agreement.



7. Additional Representations, Covenants and Agreements.

(a) Agreement to Dismiss Pending law suit. Upon execution of this agreement and closing of the sale of the shares, SELLER and PURCHASER hereby covenants and agrees to dismiss the pending law suit against SELLER by stipulation. PURCHASER and SELLER do hereby agree that each party shall bear his own attorney's fees and costs associated therewith.

(b) General Releases. Upon execution of this agreement and closing of the sale of the shares, SELLER and PURCHASER hereby covenant and agree to execute a General Release of all claims or actions of any kind against one another. However, all warranties or guarantees contained in this Agreement and such other usual and customary terms shall survive and shall not be released by such General Release.

8. Miscellaneous.

(a) Brokers and Finders. Each party hereto agrees to indemnify and hold any other party hereto harmless against and in respect to any obligation or liability for brokerage or finders' fees, or agents' commissions or other like payment based in any way on agreements, arrangements, or understandings claimed to have been made by such party with any third party.

(b) Survival of Representations and Warranties. Each party hereto covenants and agrees that its representations and warranties contained in this Agreement and in any document delivered or to be delivered pursuant to this Agreement shall

survive the Closing Date hereunder regardless of any investigation made by any party hereto.

(c) Expenses. Each of the parties hereto shall pay the fees and expenses of their or its respective counsel, accountants, other experts, and all other expenses incurred by such party incident to the negotiation, preparation and execution of this Agreement.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

(e) Binding Effect, Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; nothing in this Agreement, express or implied, is intended to confer on any other person other than the parties hereto, or their respective successors or assigns, as the case may be, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(f) Further Assurances. Each of the parties shall take action and shall execute and deliver such instruments as may from time to time be necessary to effectuate the terms and conditions hereof.

(g) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(h) Construction. This Agreement may be amended only by

a written instruction signed by the parties hereto, and shall be construed according to the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

SELLER:

Lee D. Bolter
Majorie O. Bolter
Majorie O. Bolter
Lee D. Bolter

Edward A. Bolter
EDWARD A. BOLTER

PURCHASER:

John H. Anderson
JOHN H. ANDERSON

[Handwritten initials]
5/12

Law Offices of

TAYLOR, BRION, BUKER & GREENE

Dunnell Bank Plaza
Suite 1200
One East Broward Boulevard
Fort Lauderdale, Florida 33301
(305) 522-6700
Fax (305) 522-6711

TELECOPY TRANSMITTAL

To: Lennie Dugal
From: Richard Anderson
Date: 7/26/94
Re: Stock Purchase Agreement
Telecopier No: 305-292-8227

NO. OF PAGES (INCLUDING THE COVER SHEET) 15

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Comments:

ARTICLES OF AMENDMENT OF
PHOENIX SHELTER ADVERTISING, INC.

The Articles of Incorporation of PHOENIX SHELTER ADVERTISING, INC., a Florida corporation, are hereby amended to change the name of the corporation, and Article I is hereby amended to read:

The name of the corporation shall be
ANDERSON OUTDOOR ADVERTISING, INC.

The foregoing amendment was adopted by the Shareholders and Directors of this corporation at a Special Meeting of the Shareholders and directors of the Corporation held July 25, 1994.

IN WITNESS WHEREOF, the undersigned President of this corporation has executed these Articles of Amendment this 25th day of July, 1994.

PHOENIX SHELTER ADVERTISING, INC., a Florida corporation

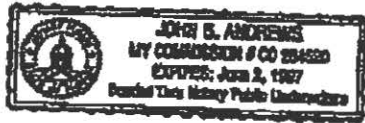
By *John Anderson*
JOHN ANDERSON, President

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared JOHN ANDERSON, to me known to be the President of the above corporation and who executed the foregoing instrument herein, and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of July, 1994.

John E. Andrews
Notary Public



LAW OFFICES
TAYLOR, BRION, BUKER & GREENE
ESTABLISHED 1908

M. H. TAYLOR (1882-1928)

LEILA D. ANDERSON
JOHN S. ANDREWS, P.A.
PETER G. BIANCHI, JR.
DAVID E. BOWMAN, P.A.
WILBUR E. BREWTON, P.A.
HAROLD L. GREENE
A. STEPHEN KOTLER
W. DOUGLAS MOODY, JR.
GERALD W. MOORE, P.A.
JAMES W. MOORE, P.A.
THOMAS J. PALMIERI
ROBERT J. PATERNO
KEELY BREWTON PLANTE
GARY L. RUDOLF, P.A.
ANTHONY F. SANCHEZ
MARTIN L. SANDLER
STEVEN D. SANDLER
ROBERT E. SINGER
THOMAS J. SROGA
HENRY H. TAYLOR, JR.
ARNALDO VELAZ
R. BRUCE WALLACE

OF COUNSEL
P. TRISTAN SCOURGONIE
FRANK D. HALL
BURTON HARRISON
ROBERT A. SPOTTSWOOD, P.A.

PLEASE REPLY TO

Fort Lauderdale

July 25, 1994

FOURTEENTH FLOOR
801 BRICKELL AVENUE
MIAMI, FLORIDA 33131-8000
TELEPHONE (305) 377-8700
TELECOPIER (305) 371-4878

POST OFFICE BOX 1188
225 SOUTH ADAMS STREET, SUITE 220
TALLAHASSEE, FLORIDA 32302-2188
TELEPHONE (904) 222-7777
TELECOPIER (904) 222-3494

BARNETT BANK PLAZA, 8TH FLOOR
ONE EAST BROWARD BOULEVARD
FT. LAUDERDALE, FLORIDA 33301-1808
TELEPHONE (305) 622-6700
TELECOPIER (305) 622-6711

500 FLEMING STREET
KEY WEST, FLORIDA 33090-1800
TELEPHONE (305) 292-1775
TELECOPIER (305) 292-1982

2801 PONCE DE LEON
SUITE 707
CORAL GABLES, FLORIDA 33134-6994
TELEPHONE (305) 445-7877
TELECOPIER (305) 446-8344

Capital Connection, Inc.
417 East Virginia Street
Suite One
Tallahassee, FL 32301

Attention: Glenda

Re: Name Change: Phoenix Shelter Advertising, Inc. to
Anderson Outdoor Advertising, Inc.

Dear Glenda:

I am enclosing herewith our check in the amount of \$111.00, together with the original and a copy of the Articles of Amendment of Phoenix Shelter Advertising, Inc., changing its name to Anderson Outdoor Advertising, Inc. Please file the Articles of Amendment with the Secretary of State, procuring a certificate from the State verifying the name change and forward that to me.

The fees paid to you are broken down as follows:

1. Filing Fee for Articles of Amendment	\$ 87.50
2. Capital Connection Fee	\$ 23.50

Please contact me if you have any difficulty effecting this name change.

Very truly yours,


JOHN S. ANDREWS

JSA:bc
Enclosures

Very truly yours,

John S. Andrews
JOHN S. ANDREWS

JSA:bc
Enclosures

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this 22 day of July, 1994, by and between EDWARD A. BOLTER the holder (hereinafter referred to as "SELLER") of FIFTY PERCENT (50%) of all of the outstanding shares of common stock of PHOENIX SHELTER ADVERTISING, INC., a Florida corporation (hereinafter referred to as the "Company") and JOHN H. ANDERSON (hereinafter referred to as "PURCHASER").

WITNESSETH:

EDWARD A. BOLTER, the SELLER, is the owner of 100,000,000 shares of the Company, representing FIFTY PERCENT (50%) of all of the outstanding capital stock of the Company (the "Shares"); and

WHEREAS, Purchaser desires to purchase, and the SELLER desires to sell, the Shares representing FIFTY PERCENT (50%) of the issued and outstanding stock of the Company (hereinafter referred to as "Shares") upon and subject to the terms and conditions hereafter set forth;

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. Purchase and Sale Agreement.

On the Closing Date as defined in Section 3 hereof, and on the basis of the representations, warranties and agreements made herein or in the schedules and exhibits hereto or in certificates


500

or other instruments delivered pursuant hereto, and subject to the terms and conditions hereof, the SELLER agrees to sell, assign, transfer and deliver to PURCHASER, and PURCHASER agrees to purchase from the SELLER, the Shares, which on the Closing Date shall constitute FIFTY PERCENT (50%) of the issued outstanding capital stock of the Company.

2. Payment to SELLER at Closing.

At the closing, and upon execution hereof by the parties, PURCHASER shall deliver to SELLER, a cashiers' check for the amount of FORTY FIVE THOUSAND (\$45,000.00) Dollars payable to EDWARD A. BOLTER; ONE-HALF of the projected cash balance in the Company bank account as of July 31st, 1994, which sum is agreed to be TWELVE THOUSAND FOUR HUNDRED TEN AND NO/100THS DOLLARS (\$12,410.00); reimbursement for the expense of the 1994 Gator Golf tournament in Key West, Florida, in the sum of EIGHT HUNDRED AND NO/100THS DOLLARS (\$800.00); reimbursement for a portion of the money paid to SOLAR OUTDOOR LIGHTING, INC. for solar panels in the sum of TWO THOUSAND SIX HUNDRED FIFTY AND NO/100THS DOLLARS (\$2,650.00); and the commission for the Aids Awareness Contract in the sum of SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675.00). Upon receipt of said funds in the aggregate total sum of SIXTY ONE THOUSAND FIVE HUNDRED THIRTY-FIVE AND NO/100THS DOLLARS (\$61,535.00), the SELLER shall deliver to PURCHASER certificates for the Shares, registered in the names of the SELLER, each such certificate duly endorsed by the registered owner thereof for transfer or accompanied by an

[Handwritten signature]
6/7/94

FILE

RESOLUTION NO. 95-466

RECEIVED
JAN 23 1998
DEPT. OF
TRANSPORTATION

A RESOLUTION APPROVING THE AMENDED CONTRACT WITH ANDERSON OUTDOOR ADVERTISING TO ALLOW UP TO SIX (6) ADDITIONAL BUS SHELTERS; EXTENDING CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution Number 92-283 and 94-318 the City of Key West awarded the bus shelter advertising to Anderson Outdoor Advertising (formerly known as Phoenix Shelter Advertising); and

WHEREAS, in response to a request by the Neighborhood Improvement Association (NIA) in conjunction with the City's Historic Preservation Planner, Anderson Outdoor Advertising (Anderson) has agreed to provide up to six (6) additional bus shelters in the Historic Preservation District; and

WHEREAS, the original Bus Shelter Agreement approved by Resolution Number 92-283 requires Commission approval for the placement of new or additional bus shelters; and

WHEREAS, Anderson requests the approval of the City Commission for placement of up to six (6) shelters;

NOW THEREFORE, be it resolved that the Amended Agreement for bus shelter advertising be and is hereby approved and the City Manager is authorized to execute same on behalf of the City of Key West.

Section 1. This Resolution shall go into effect immediately upon its passage and

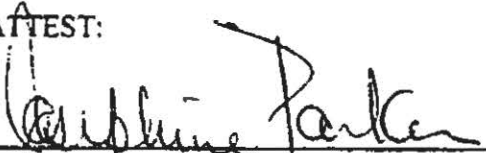
adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Read and passed at a regular meeting held this 21st day of November, 1995.

Authenticated by the presiding officer and Clerk of the Commission on November 27, 1995


DENNIS J. WARDLOW, MAYOR

ATTEST:


JOSEPHINE PARKER, CITY CLERK

Filed with the Clerk on November 27, 1995.

Doc 112/95

**AGREEMENT FOR BUS SHELTER/ADVERTISING
BETWEEN THE CITY OF KEY WEST, AND
ANDERSON OUTDOOR ADVERTISING, INC.**

THIS AGREEMENT, made and entered into in duplicate this 27th day of Dec. 1995, by and between the CITY OF KEY WEST, a municipal corporation in Monroe County, Florida, hereinafter referred to as the City, Anderson Outdoor Advertising, Inc., 1104 Truman Avenue, Key West, Florida 33040, hereinafter referred to as Anderson.

WITNESSETH:

WHEREAS, the City solicited proposals for a program to administer a bus shelter advertising revenue program for City of Key West Port and Transit Authority; and

WHEREAS, Anderson was awarded the bid by the City Commission of the City of Key West by Resolution Number 92-238; and

WHEREAS, Anderson is a corporation organized under the laws of the State of Florida and licensed to do business in the State of Florida; and

WHEREAS, the City desires to supply residents with shelter from inclement weather at bus stops and Anderson proposes to supply said shelters at no cost to the City;

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Anderson shall own and erect bus shelters, substantially as described and depicted on attached Exhibits "B" and "C", sites located on the public right-of-way within the City. Said sites shall be selected by both parties, and shall be located only at official bus stops. At all times during the term of this Agreement, the bus shelter structures shall remain the property of the Anderson and the land upon which the bus shelters are erected, shall remain as a public right-of-way. This Agreement shall not be construed to impose any obligation on the Anderson to maintain such land other than as necessary in erecting and maintaining the bus shelters. City shall remove and dispose of existing shelters at City's cost. Anderson shall have the right to utilize parts otherwise intended for disposal.

2. Anderson may sell and place advertising in the bus stop shelters, limited to two (2) display panels 48" x 72" per shelter. Advertising revenues shall be payable to the City as stated in paragraph number 7.

3. Anderson shall at its sole expense erect, install, light, clean, maintain, repair or replace in compliance with all applicable codes, these shelters at no cost to the City. General maintenance shall be performed bi-weekly and damage to the shelter, shall be repaired within seventy-two (72) hours of the time said damage is reported by the City to Anderson.

4. During the term hereof, Anderson agrees to indemnify and hold harmless City of Key West, its officers, agents, and employees against any and all claims losses, liabilities or expenditures of any kind, including but not limited to court costs, expenses, attorney's fees and sales tax, if any, accruing or resulting from any and all suits, claims, demands, or damages of any

character or persons, or corporations, or property, by virtue of the design, construction, and maintenance of the bus stop shelters.

5. Anderson shall provide, at its cost, a one million (\$1,000,000) dollar liability policy of insurance wherein the City is named as co-insured with licensed carriers acceptable to the City. Said policy shall state that it is not cancelable by the insurer or the Company without written notice to the City thirty (30) days prior to the effective date of said cancellation. Said insurance is a condition precedent to the erection or placement of any bus stop shelters. If the insurance protection mentioned herein lapses, this agreement shall immediately be void and have no further force and effect except for the continuing duty of the Anderson to comply with the provisions of paragraph 3 regarding indemnification. Anderson shall also, in the event the insurance protection lapses, immediately remove all shelters from the public right-of-way without notice from the City or at any cost to the City.

6. Anderson shall coordinate and integrate the bus stop shelters with the City, County and Florida Department of Transportation.

7. Anderson shall pay to the City an amount equal to ten (10) percent of gross revenues recognized by Anderson for placement of advertising. Said payments shall commence six (6) months from the execution of this contract. Thereafter payment by Anderson shall be made on a quarterly basis to the City, payable to the City of Key West, P.O. Box 1409, Key West, Florida 33041, Att: Revenue Department. Anderson shall supply City will an annual financial audit on a yearly basis, commencing with the first anniversary date of the execution of this contract. City understands that said audits will be prepared on a calendar year basis.

8. As specified in the bid documents the number of shelters may be increased from 21 subject to approval of the City Manager or his designee.

9. The term of this contract shall be for ten (10) years from the date of execution of this contract. This term may be extended for an additional ten (10) years upon agreement of both parties herein.

10. When space is available, Anderson shall allow City approved public service announcements to be placed in designated advertising spaces within the shelters. Any such public service announcement may be removed by Anderson in the event said advertising space becomes rented. Anderson shall give City five (5) days notice prior to removal. All expense associated with the preparation and installation of such public service announcements shall be paid by City.

11. City recognizes that Anderson is entitled to exclusive control of the placement of advertising on or about said shelter. City warrants that it will not permit or license any City controlled advertising within said shelters or to allow said advertising to obstruct the display in these shelters. Further, City will not license or cause to be placed any structure or fixture upon or inside the shelters without the written consent of Anderson.

12. City agrees to be responsible for ensuring that access to shelters and from shelters to bus loading platform complies with all of the requirements of the Americans with Disabilities Act. Anderson warrants that nothing in the design or construction of its shelter will be inconsistent with the Americans with Disability Act or prevent access by individuals with disabilities.

13. All notices and other communications under this Agreement shall be in writing and shall be delivered either personally, by telecopier or by certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

To the City of Key West: G. Felix Cooper, City Manager
P.O. Box 1409
Key West, Florida 33041

To the Company: Anderson Outdoor advertising, Inc.
1104 Truman Avenue
Key West, Florida 33040

All notices shall be deemed delivered at the time of hand delivery in the event of personal delivery, upon receipt of telecopier copy, or upon receipt or rejection of certified mail, in the event delivery is made by certified mail, either party may change its address for the purposes of receiving notice pursuant to this paragraph, providing such change is in writing, which shall not be effective until actually received by the recipient party.

14. In the event that either party has recourse to court action in order to enforce this Agreement, the prevailing party shall recover court costs, including attorney's fees on the trial or appellate level, from the non-prevailing party.

15. In the event either party shall fail to perform any of its obligations under this Agreement, the performing party shall give notice pursuant to paragraph thirteen (13) to the non-performing party, which notice shall state the nature of the violation. The non-performing party shall have thirty (30) days from the receipt of notice to cure such violation. In the event the non-performing party shall fail to cure its violation of this Agreement within the thirty (30) day period, the performing party shall have the option of terminating this Agreement by giving notice of termination to the non-performing party effective upon delivery of the notice. In the event the City shall terminate this Agreement pursuant to this paragraph, the City may order Anderson to remove its shelter/benches within thirty (30) days of termination at no cost to the City. In the event Anderson shall terminate this Agreement, Anderson may remove its shelters/benches within sixty (60) days of termination, and the cost of maintaining or removing any shelters/benches remaining subsequent to the sixty (60) day period shall be the sole responsibility of the City.

16. City and Anderson hereby acknowledge and agree that this contract is interpreted to mean that Anderson has an exclusive agreement with the City to provide bus stop shelters.

17. The bus stop shelters will be located only in public rights-of-way in the City of

Key West or on private property with permission of owner. Anderson agrees that it will coordinate with the appropriate governmental authority for individual sites located on sites not identified as City of Key West rights-of-way. City makes no warranties as to Anderson's ability to place or replace bus shelter on property other than that belonging to the City of Key West.

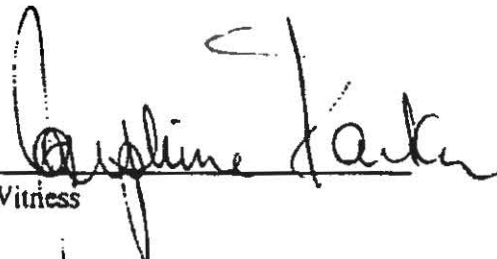
18. In the event that the Department of Transportation of the City of Key West is reorganized or becomes a contract function of private industry, City will require said department or contractor to honor the terms and conditions of this Agreement.

19. The parties agree that the Request for Proposals (Exhibit A), Anderson Bid Response (Exhibit B) with attachments are incorporated as part of this agreement. Where any conflict exists between an Exhibit and the Agreement, the Agreement will govern. Where conflict exists between the Exhibits, the Bid Response shall govern.

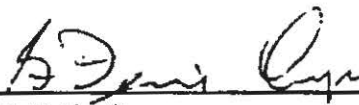
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the date and year indicated below each of its names.

Signed, sealed and Delivered
in the Presence of:

CITY OF KEY WEST
P.O. BOX 1409
KEY WEST, FLORIDA 33041



Witness




G. Felix Cooper
City Manager

Date: 12-27-95

Witness

Anderson Outdoor Advertising, Inc
1104 Truman Ave.
Key West, Florida 33040



Witness



John Anderson
President

Date: 12/13/95

Witness

RESOLUTION NO. 99-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED AMENDMENT TO AGREEMENT BETWEEN THE CITY AND ANDERSON OUTDOOR ADVERTISING; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Amendment to Agreement between the City and Anderson Outdoor Advertising is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.


Passed and adopted by the City Commission at a meeting held this 6th day of April, 1999.

Authenticated by the presiding officer and Clerk of the Commission on APRIL 12, 1999.

Filed with the Clerk APRIL 12, 1999.


SHEILA K. MULLINS, MAYOR

ATTEST:



ACTING CITY CLERK
ROBERT TISCHENKEL

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into this 12 day of APRIL, 1999 between the City of Key West (hereinafter "CITY") and Anderson Outdoor Advertising, Inc., 1104 Truman Avenue, Key West, Florida, 33040, (hereinafter "ANDERSON").

WITNESSETH:

WHEREAS, pursuant to Resolution 95-466, the CITY and ANDERSON entered into an Agreement on December 27, 1995 (the "Agreement"), to provide terms and conditions by which ANDERSON would administer a bus shelter advertising revenue program for the City of Key West; and

WHEREAS, the CITY and ANDERSON now desire to amend their Agreement upon the terms and conditions contained herein;

NOW, THEREFORE, the parties agree as follows:

Section 1: That Paragraph 2 of the Agreement is hereby amended to read as follows:

2. ANDERSON may sell and place advertising in the bus stop shelters, limited to two (2) display panels 48" x 72" per shelter. Advertising revenue shall be payable to the City as stated in paragraph number 7. Additionally, ANDERSON shall incorporate advertising at the Shuttle pick up area of the Old Town Garage.

Section 2: That Paragraph 7 is hereby amended to read as follows:

7. (a) ANDERSON shall pay to the City an amount equal to ~~fifteen (15)~~ ~~ten (10)~~ percent of gross revenues recognized by ANDERSON for placement of advertising. Said payments shall commence on the effective date of the Amendment to Agreement ~~six (6) months from the execution of this contract.~~ Thereafter ~~p~~ Payment by ANDERSON shall be made on a quarterly basis to the City, payable to the City of Key West, P.O. Box 1409, Key West, Florida, 33041, Attn: Revenue Department.

(b) The parties agree that all advertising revenues associated with the Old Town Garage and Shuttle should be equally shared by them.

Section 3: That Paragraph 8 of the Agreement is hereby amended to read as follows:

8. ~~As specified in the bid documents the number of shelters maybe increased from 21 subject to approval of the City Manager or his designee.~~ The maximum number of shelters permitted under this Agreement shall be twenty-four (24). Attached to this Agreement shall be a revised

Exhibit "B" showing locations of all shelters. The reference to Exhibit "B" in paragraphs 1 and 19 hereof shall be to the revised Exhibit "B".

Section 4: That Paragraph 19 of the Agreement is hereby amended to read as follows:

19. The parties agree that the Request for Proposals (Exhibit A), ANDERSON bid Response (Exhibit B) with attachments are incorporated as part of this agreement. Where any conflict exists between an Exhibit and the Agreement or Amendment to Agreement, the Agreement or Amendment to Agreement will govern. Where conflict exists between the Exhibits, the Bid Response will govern.

Section 5: In all other respects, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this Agreement on the date first written above.

CITY OF KEY WEST

BY: Sheila K. Mullins
SHEILA K. MULLINS, MAYOR

ATTEST:

Robert L. L.
CITY CLERK

ANDERSON OUTDOOR ADVERTISING, INC.

BY: [Signature]
PRESIDENT

ATTEST

[Signature]
SECRETARY

(CORPORATE SEAL)

C:\OFFICE\WP\WIN\WPD\DOCS\ANDERSON.WPD

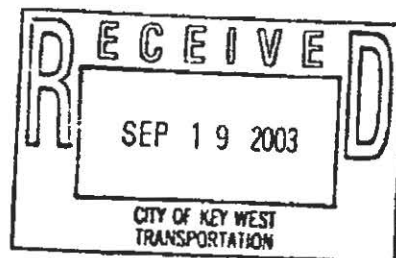
RESOLUTION NO. 03-330

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE RENEWAL OF THE AGREEMENT BETWEEN THE CITY AND ANDERSON OUTDOOR ADVERTISING, INC. FOR A PERIOD OF TEN YEARS; AUTHORIZING AN AMENDMENT TO THE AGREEMENT IN WHICH CITY REVENUES ARE INCREASED TO TWENTY PERCENT; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That renewal of the Agreement between the City and Anderson Outdoor Advertising for bus shelters and their advertising is hereby renewed for ten (10) years, the renewal term to commence on October 1, 2003, and expire on September 30, 2013.

Section 2: That the City Manager is hereby authorized to execute an Amendment to Agreement whereby the renewal authorization of Section 1, hereof, is conditioned upon Anderson Outdoor Advertising increasing the City share to 20% of gross revenues for the renewal term.

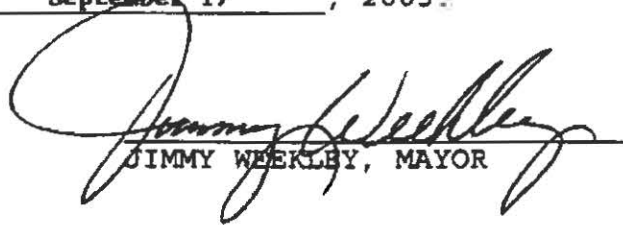


Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 16 day of September, 2003.

Authenticated by the presiding officer and Clerk of the Commission on September 17, 2003.

Filed with the Clerk September 17, 2003.


JIMMY WEEKLEY, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

9-17-05
DMM
Do follow
up to get
copy of the
approval
resolution
K W D O T
Myra A.

EXECUTIVE SUMMARY

To: Robert Tischenkel, City Attorney

Cc: Julio Avel, City Manager
Roger Wittenberg, Finance Director
Dennis Grote, Budget Analyst

From: Myra Hernandez, Manager / KWDoT

Date: September 5, 2003

Subject: Anderson Outdoor Advertising, Inc. / Bus Shelter Advertising Lease

History / Project:

The project request for approval at this time is a renewal of the second ten (10) year lease term for bus shelter advertising with Anderson Outdoor Advertising, Inc.

In return for the approval of the lease renewal option Anderson Advertising proposes to increase the revenue share percentage of gross sales from 15% to 20%, per annum. This will also result in an amended lease term from September 2003 through September 2013.

Anderson also agrees to work with the Key West Department of Transportation (KWDoT) in identifying additional bus shelter sites to be placed at designated bus stop locations in the new town areas of Key West, and parts of Stock Island, Florida, all of which will require the approval of the department director and/or manager, as to the number of sites and locations.

There will be no additional sites in the historic districts of Key West, Florida, other than those sites currently approved under the existing contract.

Advantages / Disadvantages / Fiscal Impact:

Programs such as this allow a revenue share to be paid to the city that helps generate revenues that otherwise would not be possible. Those revenues assist with offsetting the operating expenses associated with the public transit system.

Last fiscal period Anderson Advertising paid the city more than \$22,000.00, in revenues earned by bus shelter advertising.

Renewal of the contract term for the second ten (10) year period not only increases our revenue share but it does so two (2) years earlier than anticipated, making the cumulative revenue share paid to the city greater throughout the entire lease term.

Executive Summary – Anderson Outdoor Advertising

Page 2

9/5/03

With the replacement of the style of bench seating in the bus shelters, we should jointly be able to reduce the attractiveness of the bus shelters as camping sites, or long term shelter areas by providing adequate yet not extremely comfortable bench space for the transit customer.

Another fairly significant reason Anderson Advertising seeks approval to renew the contract period at this time is that the shelters require new solar light panels as the original panels installed have a life span of ten (10) years, which will soon to be exhausted.

Needless to say, Mr. Anderson seeks a commitment on the part of the city in return for the additional capital expenditures required to keep the bus shelters in a safe and operable condition, which will include the bench replacements and solar light panel replacements.

KWDoT has not encountered any disadvantages to this lease agreement at this time nor do we anticipate any disadvantage in the future as it relates to the renewal term.

Recommended Action:

KWDoT recommends approval of the option of renewal provided for in the contract for a second ten (10) year period which will begin September 2003 and run through September 2013. This will include replacement of all bus shelter benches, continued maintenance and enforcement efforts for trespass violations as well as solar light panel replacements.

If there are any questions please do not hesitate to call me at extension 162.

Thank you.

/mh

Attachments

Executive Summary (Anderson Advertising, 10 Year Renewal, 15% to 20% Revenue Share) 9-5-03

STONES & CARDENAS
ATTORNEYS AT LAW

221 SIMONTON STREET, KEY WEST, FL 33040
TELEPHONE (305) 294-0252 FAX (305) 292-5442

ADELE VIRGINIA STONES, P.A.

SUSAN M. CARDENAS, P.A.

June 2, 2003

Myra Hernandez, Director
Department of Transportation
City of Key West
P.O. Box 1409
Key West, FL 33041-1409

Re: Anderson Outdoor Advertising Contract

Dear Mrs. Hernandez:

Since 1992, Anderson Outdoor Advertising has enjoyed a mutually productive relationship with the City of Key West to install and maintain bus shelters in approved locations in the City of Key West while sharing the revenues generated through the bus shelter advertising. The current ten year contract contains a ten year renewal option which may be exercised upon agreement of both parties to the contract. We are in the seventh year of the first ten year term of the contract.

My client would like to make known his interest in continuing his relationship with the City of Key West. If the City is willing to exercise the renewal option as provided for under the contract, Anderson Outdoor Advertising will immediately increase its revenue sharing from the current rate of 15% to 20%. This will result in the increase of revenue sharing by 5%, nearly three (3) years earlier than scheduled under the contract. That 20% increase will then continue through ten year renewal period beginning November 2005.

If this proposal meets with you approval, please forward this request to the City Manager for placement on the June 17, 2003 City Commission Meeting Agenda.

Sincerely,

Adele V. Stones
Adele V. Stones
AVS/cms

NOTE:
As discussed
w/ Mr. Anderson the
contract term is
renewed in 2005 as
the 20% increase
through 2014



Myra Hernandez
KWDoT Manager

THE CITY OF KEY WEST
P. O. BOX 1078
KEY WEST, FLORIDA 33041-1078
www.keywestcity.com
mhernan@keywestcity.com

627 Palm Avenue
(305) 292-8162
Fax (305) 292-8285

September 23, 2003

Anderson Outdoor Advertising, Inc.
Mr. John Anderson
1104 Truman Avenue
Key West, Florida 33040

Re: Lease Renewal 2013

Dear Mr. Anderson:

Enclosed is a copy of Resolution No. 03-330, authorizing renewal of the agreement between the City and Anderson Outdoor Advertising, Inc., for the second ten (10) year lease term.

The renewal term of the agreement for bus shelters and advertising is revised to commence on October 1, 2003, and expire on September 30, 2013.

The lease renewal requires replacement of current style of bench seats at all shelters, and a few other specific issues of concern that were addressed in detail at the commission meeting of September 16, 2003.

If you have any questions or require assistance on any of the issues of concern please feel free to contact me.

It is always a pleasure doing business with Anderson Outdoor Advertising, Inc.

Sincerely,

A handwritten signature in cursive script, appearing to read "Myra Hernandez".

Myra Hernandez, KWDoT Manager

cc: David Fernandez, Director KWDoT/Utilities

RESOLUTION NO. 06-179

A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF KEY WEST, FLORIDA, APPROVING AN
AMENDMENT TO THE CITY'S BUS SHELTER AGREEMENT
WITH ANDERSON OUTDOOR ADVERTISING, INC.;
PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 03-330, the City and Anderson Outdoor Advertising renewed their bus shelter agreement for a term of 10 years; and

WHEREAS, the parties desire to amend that Agreement to add three additional bus shelters with advertising in Key West and 18 additional bus shelters along the Lower Keys shuttle route;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That an amendment to the Agreement with Anderson Outdoor Advertising, Inc. is hereby approved.

Section 2: That the City Attorney is hereby authorized to prepare the amendment consistent with the attached proposal, and the City Manager is hereby authorized to execute it on behalf of the City.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 16 day of May, 2006.

Authenticated by the presiding officer and Clerk of the Commission on May 19, 2006.

Filed with the Clerk May 19, 2006.


MORGAN MCPHERSON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement is entered into this 16 day of August, 2006, by and between the City of Key West, Florida, a municipal corporation, (hereinafter "CITY") and Anderson Outdoor Advertising, Inc., a Florida corporation, (hereinafter "ANDERSON").

WITNESSETH

WHEREAS, CITY and ANDERSON entered into a Agreement on the 27th day of December, 1995, (the "Agreement"), pertaining to bus shelter advertising; and

WHEREAS, the CITY and ANDERSON entered into the first Amendment to the Agreement on April 12, 1999; and

WHEREAS, the CITY and ANDERSON entered into the second Amendment to the Agreement on 10-1, 2003; and

WHEREAS, the CITY and ANDERSON now desire to amend their Agreement in order to modify the terms and conditions.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and ANDERSON agree as follows:

Section 1: That paragraph 1.A. is hereby added to provide as follows:

ANDERSON herein expressly agrees to provide up to \$75,000.00 representing the local match required for the capital project grant from the Florida Department of Transportation for the construction and installation of terminal / shelter sites to be placed at a primary shopping center site to be determined by CITY, the Jack T. Murray Senior Center located in Bahama Village, and Florida Keys Community College. ANDERSON shall permit promotional and/or public service announcements to be displayed on these sites, as available, for display of CITY job opportunities as well as seasonal or special events promotions. This obligation shall be contingent upon approval by the Florida Department of Transportation (FDOT) District VI Office of the terms, conditions and shelter design to be presented for their review and approval as to their share of funding under #40964919401, Contract AN188 for Bus Terminals / Kiosks / Shelters, in the amount of up to \$75,000.00. ANDERSON agrees to purchase, install, permit, and maintain these three terminal / shelter sites during the term of the agreement, with ANDERSON responsible for all associated costs and expenses.

In addition, ANDERSON agrees to purchase, install, permit and maintain up to eighteen (18) additional sites to be located subject to CITY approval to serve the Lower Keys bus

*Note:
leads pulled
by FDOT.
August.*

route extension area between Key West and Marathon, Florida, with ANDERSON responsible for all associated costs and expenses. ANDERSON agrees that the revenue share referred to in paragraph 7 of this Agreement at the rate of 25% of gross receipts for the shelters in the Lower Keys area of service will be made quarterly and separately from those payments that relate to the city routes in order to properly record revenues generated by service area designation so as to be in compliance with the existing Interlocal Agreement between the city of Key West, Monroe County and the city of Marathon.

Section 2: That paragraph 2 is amended to include the following language at the end of the existing paragraph;

ANDERSON shall not sell, place, or display advertising which makes reference to tobacco products or adult entertainment, including, but not limited to, adult bookstores, adult video stores, adult performance establishments, adult-themed merchandise stores, adult motion picture theaters, adult businesses, or adult cabarets. Further, ANDERSON shall not sell, place, or display advertising which makes reference to beer, wine, or liquor on any bus shop shelter located within 500 feet of any school, church, or rehabilitation center.

Section 3: That paragraph 7 is amended such that the first two sentences of paragraph 7 are placed with the following:

Upon the execution of this Amendment, ANDERSON shall pay to the CITY an amount equal to 25 percent of gross revenues recognized by ANDERSON for placement of advertising on all existing bus shelters and all shelters added pursuant to this Amendment.

Section 4: That paragraph 9 is amended to provide as follows:

The term of this contract is extended for an additional five year period, and shall expire on September 30, 2018.

Section 5: Except as modified herein, the Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this Third Amendment to Agreement on the date first written above.

CITY OF KEY WEST, FLORIDA

By:


JULIO AVAREL, CITY MANAGER

ATTEST:



CHERYL SMITH, CITY CLERK

ANDERSON OUTDOOR ADVERTISING,
INC., A Florida corporation

By:


JOHN H. ANDERSON, PRESIDENT

ATTEST:


Secretary



Florida Department of Transportation

MAR 3 2006

JEB BUSH
GOVERNOR

DISTRICT SIX - PUBLIC TRANSPORTATION OFFICE
1000 NW 111th AVE., ROOM 6114
MIAMI, FL 33172-5800
TEL: (305) 470-5295 • FAX: (305) 470-5179

DENVER J. STUTLER, JR.
SECRETARY

February 27, 2006

Ms Myra Hernandez, Director
Key West Department of Transportation
627 Palm Avenue
KEY WEST FL 33040

3-15-06
Copies to
1- Havgavet
1- File
MWD

FROM: L. Carl Filer, P.E., Public Transportation Manager, District Six

SUBJECT: EXTENSION OF TIME - Joint Participation Agreement
FM No. 40964919401 - Contract No. AN 188

Handwritten notes: ST 206, 207, 208

The time allotted for the completion of services on subject agreement dated June 17, 2003 and any supplemental agreements thereto will expire on MARCH 31, 2006.

In accordance with Section 18.00 of the Joint Participation Agreement, you may request a time extension. For your convenience, please complete, sign, date and return this form to the office.

It is requested that the Joint Participation Agreement for the subject project be extended until 9/30/06 for the following reason(s): (Use attachment if necessary)

The original scope of this project required third party (private) partnership with an existing contract agent to secure the 50% match on construction and installation of the terminal/shelter sites. We have reached a tentative agreement on that part of the project and attached is a proposal that will require governing board approval, which we anticipate at the April 4, 2006. At that time we will submit to FDOT/D6 for Agency: KEY WEST DEPARTMENT OF TRANSPORTATION final approval to move forward to install sites.

By: Myra H. Wittenberg
(Agency Head or Auth Rep)

Name: Myra H. Wittenberg
(Typed or Printed)

Title: Department Manager / KWDoT

Date: 3-6-06

APPROVED: Florida Department of Transportation

Javier Rodriguez
Javier Rodriguez, P.E.
Director of Transportation Development, District Six

Date: 3/7/06

ANDERSON ADVERTISING, INC.

Proposal for three (3) shelter / terminal transfer centers to be located at:

- 1) Searstown Shopping Center
(Agreement with Property Owner / Manager for this site - Anderson)
- 2) Jack T. Murray Senior Center (Emma & Amelia on Emma Street side)
(Easement / Agreement with KWHA - Anderson)
- 3) FKCC
(Letter of Approval from FKCC Board / President)

The proposal is to invest up to 50% / or \$75,000. maximum in constructing, installation and maintenance of the three (3) bus shelter / terminal sites as noted above, and to be funding for the remaining portion from FDOT Grant Project No. FM 40964919401 (Terminals) / Contract No. AN188.

As a private / public partnership venture with City of Key West (grant recipient) I propose that Anderson Advertising would offer to the City of Key West; and in return, receive one (1) of the following conditions and options as noted:

- A) Renewal of Shelter Agreement for an additional five (5) year period, to run continuous with existing contract term. (Insert dates of contract here) along with an increase of revenue share to the City from 20% to 25%, citywide.
- B) Revenue credit from the City recognizing financial investment for the shelters at the three (3) sites for two (2) years, from date of installation of the last shelter.

3-6-06

Carl Ed

This will go to the City Commission on April 4th to revise Anderson's contract, if approved. IF not we will have to go out for RFP which may end up with no responses due to overwhelmed work load on contractors from hurricane Wilma

Lynn AW

RESOLUTION NO. 11-190

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED FOURTH AMENDMENT TO THE CITY'S BUS SHELTER AGREEMENT WITH ANDERSON OUTDOOR ADVERTISING, INC.; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 95-466, the City Commission approved an amended Bus Shelter Agreement with Anderson Outdoor Advertising for a term of 10 years; and

WHEREAS, the Agreement was amended in Resolution No. 99-119, then renewed and amended in Resolution No. 03-330, and amended in Resolution No. 06-179; and

WHEREAS, the parties desire to amend the Agreement to add additional bus shelters with advertising in Key West and along the Lower Keys shuttle route;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Fourth Amendment to Agreement with Anderson Outdoor Advertising, Inc. is hereby approved.

Section 2: That the City Manager is hereby authorized to execute the attached Fourth Amendment to Agreement on behalf of the City.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 21 day of June, 2011.

Authenticated by the presiding officer and Clerk of the Commission on June 22, 2011.

Filed with the Clerk June 22, 2011.



CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

EXECUTIVE SUMMARY



To: Jim Scholl, City Manager
cc: James Fitton, Port and Transit Director
From: Myra Wittenberg, Manager / KWDoT
Date: May 10, 2011
Subject: Resolution – Approving Fourth Amendment to Agreement
City of Key West and Anderson Outdoor Advertising, Inc.

Action Statement:

The City of Key West, Port and Transit Department requests approval of a fourth amendment to the existing agreement with Anderson Outdoor Advertising, Inc., for purposes of modifying certain terms and conditions in said agreement.

Project History:

The Department is in the process of improving customer amenities which will also assist with increasing transit revenue opportunities with the addition of customer bus benches and shelters, to be complimented with trash can receptacles; and placed in mutually agreed upon locations within the City and Lower Keys bus service areas.

Anderson recently added twenty-five (25) trash receptacles to existing shelter locations in Key West and the Lower Keys area. Anderson further agrees to add an additional twenty (20) benches and shelters with trash receptacles in agreed upon locations.

Options / Advantages / Disadvantages:

Option one (1) would be that the City approve this fourth amendment to allow the opportunity to improve customer amenities at no cost to the City, while also improving revenue opportunities as to the gross sales revenue share currently in place with this Agreement, at the rate of 25%.

At a time when expenses seem to continue to increase those added revenues will assist the City with offset of all operating expenses for the public transit system. Last fiscal period Anderson paid the City more than \$75,000, in revenues earned by bus shelter advertising.

The City and Anderson have developed bi-annual field and inspection procedures which are mutually agreed upon, and shall continue to be recognized as part of this amendment to said agreement. Anderson also agrees to install recycle cans at all bus shelter locations.

KWDoT has not encountered any disadvantages to the agreement nor do we anticipate any in the future.

Option two (2) would be that the City NOT approve the fourth amendment to agreement.

There are no advantages to Option 2.

The disadvantage to this will be that the City will lose funding and shelters and benches will not be serviced and / or maintained.

Fiscal Impact / Budget:

Under Option one (1) above - potential revenues that may be generated to assist with offset of expenses to operate public transit services are likely to be netted as a result of increased advertising sales overall.

For discussion purposes, we will use 20 shelters as our number of increased units; multiply each by an average annual sale of \$2,000.00 per shelter, which we believe is a conservative estimate. We then take the increased gross revenue sales of some \$40,000.00, paid back to the City at the agreed upon rate of 25%, netting an additional \$10,000.00, annually, for years one to three, after which we believe the revenues will begin to increase even further.

The City will be provided improved customer amenities for all transit users which may result in added passenger trips per year, at no added cost to the City.

Option two (2) does not present any improved revenue opportunities.

Recommendation:

Staff recommends the City Commission approve the fourth amendment to agreement with Anderson Outdoor Advertising, Inc.

/mhw

Fourth AMENDMENT TO AGREEMENT Anderson Outdoor Advertising, Inc.

This is the Fourth Amendment to Agreement with ANDERSON OUTDOOR ADVERTISING, INC., a Florida corporation, (hereinafter "ANDERSON"), and the City of Key West, Florida, a municipal corporation, dated this 23 day of June, 2011.

WITNESSETH

WHEREAS, CITY and ANDERSON entered into a Agreement on the 27th day of December, 1995, (the "Agreement"), pertaining to bus shelter advertising; and

WHEREAS, the CITY and ANDERSON entered into the first Amendment to the Agreement on April 12, 1999; and

WHEREAS, the CITY and ANDERSON entered into the second Amendment to the Agreement on October 1, 2003; and

WHEREAS, the CITY and ANDERSON entered into the third Amendment to the Agreement on August 16, 2006; and

WHEREAS, the CITY and ANDERSON desire a Fourth Amendment to the existing Agreement; for purposes of modifying certain terms and conditions of said Agreement;

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and ANDERSON agree as follows:

Section 1: That paragraph 1 shall be amended as follows:

ANDERSON proposes to improve customer amenities and enhance revenue opportunities for both parties herein by adding certain public transportation benches and shelters for use by transit customers which will generate additional transit revenues; specifically ANDERSON will provide an additional twenty (20) benches (w/trash and recycling receptacles in mutually agreed upon locations); and an additional twenty (20) shelters (also in mutually agreed upon locations but along bus route service areas, both in City and Lower Keys areas) resulting in an increased opportunity for revenue generating advertising on said benches and shelters, while providing a requested public service.

ANDERSON recently added twenty-five (25) trash receptacles at existing shelter locations in Key West and the Lower Keys area at no cost to the CITY. ANDERSON further agrees to increase the number of trash receptacles at bench and shelter locations, by adding an additional twenty (20) trash receptacles to bus or bench

locations mutually agreed upon; and upon approval and final execution of this Amendment.

Existing Agreement provides for a total of:

- twenty-two (22) shelters - City bus service area (Key West and Stock Island), and
- eighteen (18) shelters - Lower Keys service area, and
- twenty (25) trash receptacles (paired with shelters above)

The fourth Amendment proposes to increase this by:

- twenty (20) shelters - City and Lower Keys service areas - to be determined by CITY and ANDERSON jointly; and
- twenty (20) benches - CITY and ANDERSON to agree on sites for placement; and
- twenty (20) additional trash and twenty (20) additional recycling receptacles (paired w / a bench or shelter)

Section 3: That paragraph 7 is amended as follows:

Upon the execution of the Fourth Amendment ANDERSON agrees to continue making quarterly payments for all shelters covered in the existing Agreement and said terms. ANDERSON further agrees to pay the CITY 25% of gross advertising revenues, quarterly, for all additional shelters and benches, as each unit is added to the passenger system amenities inventory list with the CITY. This will include a reconciliation to be performed between CITY and ANDERSON on a quarterly basis, to reflect location, identify by shelter or bench, and status of same.

Additionally, the CITY and ANDERSON have developed bi-annual field and inspection procedures which are mutually agreed upon, and shall continue to be a recognized as a part of this Amendment to said Agreement.

Section 4: That paragraph 9 is amended to provide as follows:

The term of this Agreement is extended for an additional three (3) year period beyond the current expiration term of September 30, 2018, and shall be valid through September 30, 2021.

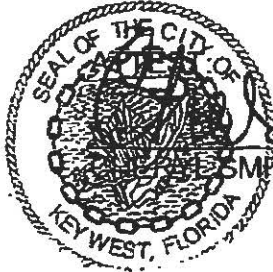
ANDERSON shall have an option for renewal of the Agreement for an additional five (5) year period at the end of the Agreement term upon mutual agreement of ANDERSON and CITY.

Section 5: Except as modified herein, the Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this Fourth Amendment to Agreement on the date first written above.

CITY OF KEY WEST, FLORIDA

By: J. K. Scholl
JIM SCHOLL, CITY MANAGER



Ayle Smith
SMITH, CITY CLERK

ANDERSON OUTDOOR ADVERTISING, INC.
(a Florida Corporation)

By: John H. Anderson
JOHN H. ANDERSON, PRESIDENT

ATTEST:

Ayle Brock
Secretary