

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 27<sup>th</sup> 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.

*Note:  
Funds pulled  
by FDOT.  
August.*

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

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 AVAEL, 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

JEB BUSH  
GOVERNOR

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

MAR 3 2006  
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-Margaret  
1-File  
MURD

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

SUBJECT: EXTENSION OF TIME - Joint Participation Agreement  
FM No. 40064919401 - Contract No. AN 188

*Handwritten notes:* ST 10, 207, 9-06

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)

**APPROVED:** Florida Department of Transportation

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

Title: Department Manager / KWDoT

Date: 3-6-06

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 KWHK - 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 4<sup>th</sup> 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