

**RESOLUTION NO. 23R-02-54**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF LAUDERHILL FOR INSTALLATION AND MAINTENANCE OF BUS SHELTERS; PROVIDING DETAILS REGARDING THE RELOCATION OF BUS STOP #1283 ABUTTING FIRE STATION #30 DEMOLITION, TEMPORARY BUS STOP, AND DESIGN AND CONSTRUCTION OF NEW PERMANENT BUS STOP AT THE LOCATION; PROVIDING TERMS AND CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER DESORAE GILES-SMITH)**

WHEREAS, the City of Lauderhill previously approved Resolution No. 22R-12-173 approving the letter of commitment and agreeing to the terms and conditions to enable the prompt relocation by Broward County of Bus Stop #1283 located adjacent to Fire Station #30 to stop the hinderance of the ingress/egress to the fire station and to avoid any possible delays in our response times; and

WHEREAS, the city also agreed to amend the Bus Shelter Installation and Maintenance Agreement to memorialize these terms; and

WHEREAS, this Resolution approves the First Amendment to the Bus Shelter Installation and Maintenance Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:

SECTION 1. The First Amendment to Agreement Between Broward County and the City of Lauderhill for Installation and Maintenance of Bus Shelters to include the terms and conditions regarding the relocation of Bus Stop #1283 as previously memorialized in the letter of commitment, a copy of which is attached hereto and incorporated herein is hereby approved.

SECTION 2. Providing that the City of Lauderhill will make payment to Broward County in phases as provided in the First Amendment to Agreement, with the first installment for the estimated costs for demolition in the amount of \$28,712.52 to be paid upon execution of this Agreement. Further providing that the City's total expenditure for the bus stop relocation project will not exceed \$175,000 and allowing for payments from the appropriate Budget Code Number(s) utilizing local funds as previously authorized.

SECTION 3. Authorizing the City Manager to execute the First Amendment to Agreement between Broward County and the City of Lauderhill for Installation and Maintenance of Bus Shelters, and any other documents necessary to effectuate the intent of this Resolution.

SECTION 4. Providing that a copy of this Resolution shall be forwarded to the Broward County Commission and the Broward County Mass Transit Division.

SECTION 5. This Resolution shall become effective immediately upon adoption.

DATED this 27 day of February, 2023.

PASSED AND ADOPTED on first reading this 27 day of February, 2023.

  
\_\_\_\_\_  
PRESIDING OFFICER


ATTEST:

  
\_\_\_\_\_  
CITY CLERK

MOTION	<u>D. Grant</u>
SECOND	<u>M. Dunn</u>

M. DUNN	<u>Yes</u>
D. GRANT	<u>Yes</u>
L. MARTIN	<u>Yes</u>
S. MARTIN	<u>Yes</u>
K. THURSTON	<u>Yes</u>

Approved as to Form

  
\_\_\_\_\_  
Angel Petti Rosenberg  
City Attorney



# City of Lauderhill

City Commission  
Chambers at City Hall  
5581 W. Oakland Park  
Blvd.  
Lauderhill, FL, 33313  
www.lauderhill-fl.gov

## File Details

**File Number: 23R-4958**

<b>File ID:</b> 23R-4958	<b>Type:</b> Resolution	<b>Status:</b> Agenda Ready
<b>Version:</b> 1	<b>Reference:</b>	<b>In Control:</b> City Commission Meeting
		<b>File Created:</b> 02/02/2023
<b>File Name:</b> Bus Maintenance Agreement Amendment		<b>Final Action:</b>

**Title: RESOLUTION NO. 23R-02-54: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF LAUDERHILL FOR INSTALLATION AND MAINTENANCE OF BUS SHELTERS; PROVIDING DETAILS REGARDING THE RELOCATION OF BUS STOP #1283 ABUTTING FIRE STATION #30 DEMOLITION, TEMPORARY BUS STOP, AND DESIGN AND CONSTRUCTION OF NEW PERMANENT BUS STOP AT THE LOCATION; PROVIDING TERMS AND CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER DESORAE GILES-SMITH).**

### Notes:

### Sponsors:

**Enactment Date:**

**Attachments:** RES-23R-02-54-1st Amdmt Agreeemt-Bus Maintenance-relocation.pdf, First Amendment - Lauderhill Bus Shelters FINAL 2-8-2023.pdf, Bus Shelter Demo Invoice.pdf, Reso 22R-12-173 bus stop.pdf

**Enactment Number:**

### Contact:

**Hearing Date:**

\* **Drafter:** apetti@lauderhill-fl.gov

**Effective Date:**

### Related Files:

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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### Text of Legislative File 23R-4958

**RESOLUTION NO. 23R-02-54: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL APPROVING THE FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF LAUDERHILL FOR INSTALLATION**

**AND MAINTENANCE OF BUS SHELTERS; PROVIDING DETAILS REGARDING THE RELOCATION OF BUS STOP #1283 ABUTTING FIRE STATION #30 DEMOLITION, TEMPORARY BUS STOP, AND DESIGN AND CONSTRUCTION OF NEW PERMANENT BUS STOP AT THE LOCATION; PROVIDING TERMS AND CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER DESORAE GILES-SMITH).**

**Request Action:**

Pass a Resolution to approve the First Amendment to the bus shelter installation and maintenance agreement regarding the details for the relocation of bus stop #1283 which is blocking access to Fire Station #30.

**Need:**

Approve First amendment to the Bus Shelter Installation and Maintenance Agreement to include provisions already agreed to re: relocation of bus stop #1283.

**Summary Explanation/ Background:**

Bus Stop #1283 located at 4051 N.W. 16th Street is impeding the ingres/egress to FireStation #30 due to the buses blocking the entrance/exit. The City of Lauderhill has requested that Broward County relocate the bus stop. The County has agreed to relocate the bus stop approximately 340 feet to the west of the current location, so long as the City of Lauderhill bears all of the costs associated with the demolition of the existing bus stop, design and construction of a temporary bus stop relocation to expedite the removal on an emergency basis, and then the design and construction of a permanent bus stop at the new location. Time is of the essence as we do not want the bus stop hindrance to impact our fire response times so the City is moving as expeditiously as possible to get the bus stop relocated. The City preiously approved and executed a letter of commitment, but the County is also requiring an amendment to the Bus Stop Maintenance Agreement to contain the terms regarding the payment by the City for the demolition, temporary bus stop, and final permanent bus stop location and to pay for the estimates in phases as they proceed. The first payment for the estimated costs for demolition due at the time of execution of this Amendment is \$28,712.52.

**Attachments:**

First Amendment to Agreement for Installation and Maintenance of Bus Shelters  
Demo Invoice Estimate  
Resolution No. 22R-12-173

**Cost Summary/ Fiscal Impact:**

Not to exceed a maximum of \$175,000 for the total project.

**Estimated Time for Presentation:**

**Master Plan:**

**Goal 1: Clean, Green Sustainable Environment**

- ☐ Increase mass transit ridership
- ☐ Reduce City energy consumption
- ☐ Reduce water consumption

**Goal 2: Safe and Secure City of Lauderhill**



- ☐ Crime in lower 50% in Broward ☐ Residents feel safe in neighborhood
- ☐ Reduce emergency fatalities

**Goal 3: Open Spaces and Active Lifestyle for all ages**

- ☐ Increase participation in youth sports ☐ Add new park land and amenities
- ☐ Increase attendance at cultural programs and classes

**Goal 4: Growing Local Economy, Employment and Quality of Commercial Areas**

- ☐ Increase commercial tax base ☐ Increase employment in Lauderhill businesses
- ☐ Decrease noxious and blighted uses in commercial areas

**Goal 5: Quality Housing at all Price Ranges and Attractive Communities**

- ☐ Neighborhood signs and active HOAs ☐ Housing & streets improved, litter reduced
- ☐ Increase proportion of single family homes and owner occupied housing

**Goal 6: Efficient and Effective City Government, Customer Focused & Values Diversity**

- ☐ Improves City efficiency ☐ Increase use of Information Technology
- ☐ Increases residents perception of Lauderhill as an excellent place to live



Location **City Of LAUDERHILL**  
 WO No: **WO BS 1238**  
 Scope Of Work **Transit Shelter ADA Infrastructure Improvements**

Broward County  
 Contract PNC2120688B1  
 DATE 1/23/2023

Item	Description	Unit	Price	Quantities WO-Order	Total Price WO-Order
PNC2120688B1--01- 003	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	\$ 25.00	53.44	1,336.00
PNC2120688B1--01- 004	REGULAR EXCAVATION	CY	\$ 15.00	2.82	42.30
PNC2120688B1--01- 005	EMBANKMENT (FILL)	CY	\$ 5.00	11.85	59.26
PNC2120688B1--01- 009	LIMEROCK (FURNISHING,SPREADING, SHAPING, AND COMPACTING)	CY	\$ 65.00	2.82	183.30
PNC2120688B1--01- 068	CONCRETE, MATERIAL AND INSTALLATION (6") THICK	SY	\$ 86.50	16.94	1,465.69
PNC2120688B1--01- 091	SODDING (Typical Bahia or St. Augustine)	SY	\$ 6.50	45.00	292.50
PNC2120688B1--01- 108	SINGLE POST SIGN, RELOCATE	ASEM	\$ 250.00	1.00	250.00
PNC2120688B1--01- 121	MOBILIZATION	EA	\$ 2,000.00	1.00	2,000.00
PNC2120688B1--01- 122	MAINTENANCE OF TRAFFIC - (Refer to Attachment A)	SITE	\$ 1,800.00	1.00	1,800.00
	Demolition Shelter Cast in Place	EA	\$ 13,783.00	1.00	13,783.00
				<b>TOTAL</b>	<b>21,212.05</b>

Cordially,

*JUAN CARLOS MORENO*

JUAN CARLOS MORENO

Project Manager

Phone: (305) 255-6067

Cell: (786) 488-2184

Email: [juan@cicdinc.com](mailto:juan@cicdinc.com)

C&I 14031 SW 143 Court Unit#6 Miami FL, 33186 Phone: (305) 255-6067 Fax: (786) 430-1747 email:Info@cicdinc.com

General Contractor  
14031 SW 143RD Court - Unit 6  
Miami, Florida 33186  
Phone: (305) 255-6067 Fax: (786) 430-1747  
Email: Office@cicdinc.com

Proposal Submitted to:  
**BROWARD COUNTY**  
**WO BS 1238**

Date Dec 7

Job Name: BS 1283			Demolition Shelter		
ITEM	DESCRIPTION	Unit	Quantity	Price Unit	UNIT
1	Labor				
	General Manager	Hr	-	\$ -	\$ -
	Superintent	Hr	-	\$ -	\$ -
	Foreman	Hr	8.00	\$ 60.00	\$ 480.00
	Operator Excavator Or bahoe	Hr	40.00	\$ 48.00	\$ 1,920.00
	Labor with hand tools	Hr	-	\$ 45.00	\$ -
	Labor	Hr	120.00	\$ 40.00	\$ 4,800.00
					\$ -
Subtotal				\$ 7,200.00	
2	Equipment				
	Excavator or Bahoe	Day	4.00	\$ 800.00	\$ 3,200.00
	Skid Loader	Day	-	\$ 480.00	\$ -
	Delivery & pickup Equipment	EA	1.00	\$ 300.00	\$ 300.00
	Truck Loading	EA	3.00	\$ 350.00	\$ 1,050.00
	Minor Tools	LS	2.00	\$ 50.00	\$ 100.00
	chipihamer	Day	2.00	\$ 150.00	\$ 300.00
	Generator	Day	2.00	\$ 150.00	\$ 300.00
Subtotal				\$ 5,250.00	
2	Material				
	Diesel	Gl	20.00	\$ 4.00	\$ 80.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Subtotal				\$ 80.00	
Thank you for your business.				SUB-TOTAL	\$ 12,530.00
				PROFIT (10%)	\$ 1,253.00
				TOTAL	\$ 13,783.00

**RESOLUTION NO. 22R-12-173**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL OF BROWARD COUNTY, FLORIDA, REQUESTING THAT THE BROWARD COUNTY TRANSIT DIVISION RELOCATE BUS STOP #1283 LOCATED AT 4051 N.W. 16<sup>TH</sup> STREET TO A NEW AGREED UPON LOCATION IN ORDER TO PREVENT BLOCKING ACCESS TO FIRE STATION #30; AUTHORIZING THE EXECUTION OF A LETTER OF COMMITMENT AGREEING TO CERTAIN TERMS TO ENABLE THE PROMPT RELOCATION OF THE BUS STOP; PROVIDING THAT THE CITY OF LAUDERHILL WILL PAY THE COSTS OF DEMOLITION AND RELOCATION IN AN AMOUNT NOT TO EXCEED \$175,000.00; PROVIDING THAT BROWARD COUNTY WILL TRANSFER THE LIKE-KIND EXCHANGE OF FTA DOLLARS IN THE AMOUNT OF \$15,730.00 TOWARDS THE COST OF THE NEW BUS SHELTER; PROVIDING THAT THE CITY WILL TRANSFER OWNERSHIP OF THE SHELTER TO BROWARD COUNTY; PROVIDING THAT THE CITY WILL CONTINUE TO MAINTAIN THE BUS SHELTER; PROVIDING THAT THE CITY WILL AMEND THE BUS SHELTER INSTALLATION AND MAINTENANCE AGREEMENT TO PROVIDE FOR THESE TERMS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH)**

Whereas, the current location of bus shelter #1283 is causing delays for the fire trucks as the buses are blocking ingress/egress to Fire Station #30; and

Whereas, the City of Lauderhill is requesting that Broward County move the current location of bus shelter #1283 which is located abutting Fire Station #30 at 4051 N.W. 16<sup>th</sup> Street and Broward County is willing to do so at the City's cost; and

Whereas, the new proposed location has been agreed upon and is located approximately 340' to the west of the current location, as indicated in the attached Exhibit "A"; and

Whereas, the original bus shelter was built using FTA dollars which either must be repaid by the city; or if the city uses local dollars to build the new bus shelter and turns over ownership of the bus shelter to Broward County, then the County can apply for an In-Kind Exchange for the value of the remaining useful life of the existing bus shelter which equates to \$15,730.00 to be used towards the construction of the new bus shelter; and

Whereas, Broward County has provided a total estimate for demolition, immediate temporary relocation, and permanent construction of the new shelter updated to the new design standards in an amount not to exceed \$175,000.00, which the city would need to pay; and

WHEREAS, Broward County is willing to accept a letter of commitment of these terms to expedite the immediate demolition and temporary relocation of the bus shelter in order to avoid delays in response times for our fire trucks; and

WHEREAS, the city agrees to amend the Maintenance Agreement to contain these terms, providing that Broward County will design and construct, that the city will pay the costs and turn ownership over to Broward County, and that the city will continue to maintain the bus shelter as it currently does;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:

**SECTION 1.** The City Commission of the City of Lauderhill hereby requests that the Broward County Mass Transit Division immediately demolish and relocate bus shelter #1283, currently located abutting Fire Station #30 at 4051 N.W. 16<sup>th</sup> Street.

**SECTION 2.** That the letter of commitment, a copy of which is attached hereto and incorporated herein is hereby approved which contains the terms of conditions providing for Broward County to demolish the current bus shelter, temporarily relocate it, and design and build a new bus shelter updated to the new design standards approximately 340' to the west of the current location as depicted on Exhibit "A", further providing that the City will pay the costs, transfer ownership of the bus shelter to Broward County so that an In-Kind Exchange of FTA dollars can be applied to the new construction, and the city will continue to maintain the shelter thereafter.

**SECTION 3.** Further, that the City of Lauderhill will amend the Installation and Maintenance Agreement to include these terms.

**SECTION 4.** Approving the expenditure in an amount not to exceed \$175,000.00 from the appropriate Budget Code Number utilizing local funds to be paid to Broward County for the immediate demolition, temporary relocation, and design and build of a new bus shelter updated to the new design standards to be relocated approximately 340' to the west of the current existing

location.

**SECTION 5.** Authorizing the City Manager to execute the Letter of Commitment, the Amended Maintenance Agreement, and any other documents necessary to effectuate the intent of this Resolution.

**SECTION 6.** Providing that a copy of this Resolution shall be forwarded to the Broward County Commission and the Broward County Mass Transit Division.


**SECTION 7.** This Resolution shall become effective immediately upon adoption.

DATED this 12 day of December, 2022.

PASSED AND ADOPTED on first reading this 12 day of  
December, 2022.

  
\_\_\_\_\_  
PRESIDING OFFICER


ATTEST:

  
\_\_\_\_\_  
CITY CLERK

MOTION	<u>L. Martin</u>
SECOND	<u>D. Grant</u>

M. DUNN	<u>Yes</u>
D. GRANT	<u>Yes</u>
L. MARTIN	<u>Yes</u>
S. MARTIN	<u>Yes</u>
K. THURSTON	<u>Absent</u>

Approved as to Form

  
\_\_\_\_\_  
W. Earl Hall  
City Attorney





December 12, 2022

Mr. Tim Garling  
Deputy General Manager  
Broward County Transportation Department  
1 North University Drive, 3100A  
Plantation, FL 33324

Re: Relocation of Bus Stop #1283 abutting Fire Station #30 at 4051 N.W. 16<sup>th</sup> Street.

Dear Mr. Garling:

The purpose of this letter is to memorialize the discussion that took place between the City of Lauderhill Staff and Broward County Staff on December 1, 2022 regarding the City's request to relocate Bus Stop #1283 because the buses are hindering ingress/egress to Fire Station #30.

As discussed at the above-referenced meeting, the City agrees to pay all costs associated with the demolition of the current existing Bus Shelter abutting Fire Station #30, the construction of a temporary bus stop, and the eventual reconstruction of the bus shelter at the new agreed upon location which is approximately 340' west of the current location and which will be designed to the new standards and constructed by the County. A sketch of the proposed new location is attached hereto as Exhibit "A". The estimated total costs should not exceed a maximum of \$175,000.00.

Further, pursuant to the Like-Kind Exchange policy in 5010.1.E BCT, the remaining asset life FTA interest in the existing bus stop in the amount of \$15,730.00 will be transferred to apply the new relocated bus shelter, so it will not need to be reimbursed.

The County will manage all work associated and act responsibly with City of Lauderhill funds with the immediate demolition of the existing bus shelter, the relocation of and the reconstruction of the new bus shelter. The City will work with the County to provide any necessary permits on an expedited basis.


In addition, the City will amend the existing Maintenance Memorandum of Agreement (MMOA) which was executed by the City on November 25, 2013, between the City and the County to provide that the ownership of the new Bus Shelter shall be transferred to the County; that the City agrees to assume the maintenance responsibilities for the bus shelter; and that the City will assume the responsibility to pay the costs associated with the demolition, relocation and reconstruction of the new bus shelter utilizing local funds (no grant funds can be utilized) up to \$175,000.

In the meantime, it was agreed to by both parties that receipt of this letter will serve as Broward County's concurrence to continue with the immediate demolition, relocation and reconstruction of

the Bus Shelter #1283 while the Amendment to the MMOA is drafted in order to promptly alleviate the impact that the buses are having upon Fire Station #30.

Thanking you in advance for your prompt cooperation.

Sincerely,



DESORAE GILES-SMITH  
City Manager  
City of Lauderdale



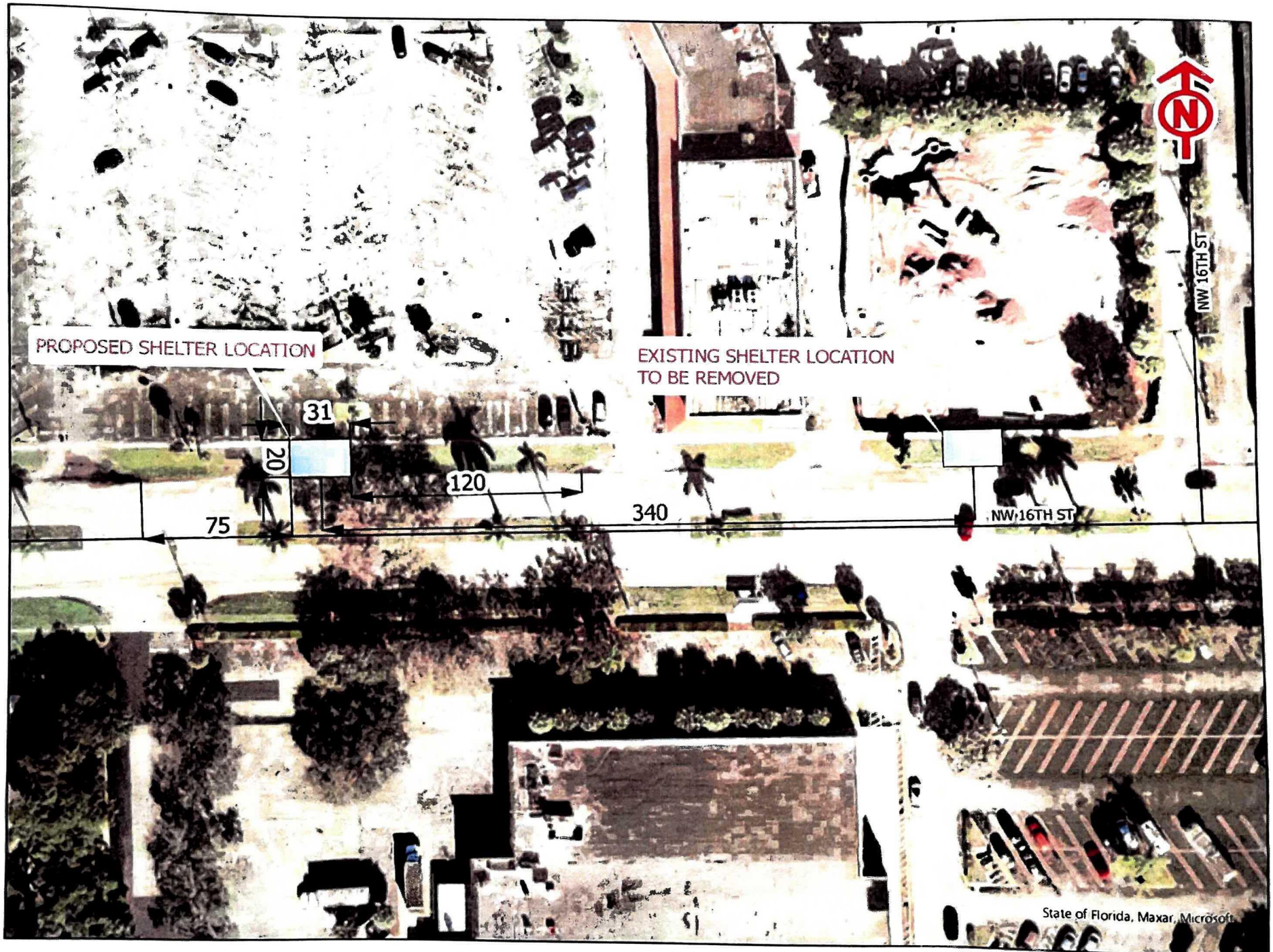


Exhibit "A"

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**

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Arethia Douglas, P.E.

Assistant General Manager

Capital Programs

Broward County Transportation Department

1 North University Drive, 3100A

Plantation, FL 33324

Sent To

Street, /  
or PO B

City, St



MAYOR  
Ken Thurston

VICE MAYOR  
Sarai "Ray" Martin

COMMISSIONERS  
Melissa P. Dunn  
Denise D. Grant  
Lawrence "Jabbow" Martin

# CITY OF LAUDERHILL



CITY MANAGER  
Desorae Giles-Smith, CM  
Kennie Hobbs, Jr., DCM

CITY ATTORNEY  
Angel Petti Rosenberg, Esq.

CITY CLERK  
Andrea M. Anderson

CITY CLERK

March 7, 2023

Ms. Arethia Douglas, P.E.  
Assistant General Manager - Capital Programs  
Broward County Transportation Department  
1 North University Drive, 3100A  
Plantation, FL 33324

RE: First Amendment to Agreement Between Broward County and the City of Lauderhill  
for Installation and Maintenance of Bus Shelters

Dear Mr. Lagerbloom,

Please find enclosed three (3) original First Amendment to Agreement Between Broward County and the City of Lauderhill for Installation and Maintenance of Bus Shelters, which have been executed on behalf of the City of Lauderhill. Kindly have the same executed on behalf of Broward County and return one fully executed set to our offices to keep on file for the City. I have also enclosed a copy of Resolution No. 23R-02-54, which was passed by the Lauderhill City Commission on February 27, 2023, approving the First Amendment to Agreement Between Broward County and the City of Lauderhill for Installation and Maintenance of Bus Shelters.

Thank you in advance for your assistance in this matter.

Regards,

A handwritten signature in blue ink, appearing to read 'Andrea M. Anderson', is written over a horizontal line.

Andrea M. Anderson  
City Clerk

Enclosures: Resolution, Agreements



**FIRST AMENDMENT TO AGREEMENT BETWEEN  
BROWARD COUNTY AND THE CITY OF LAUDERHILL  
FOR INSTALLATION AND MAINTENANCE OF BUS SHELTERS**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Lauderhill, a municipal corporation registered to transact business in the State of Florida ("Municipality") (collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into an agreement dated September 24, 2013 (the "Agreement"), to provide for the installation and maintenance of Bus Shelters.

B. Municipality has requested that County demolish the Bus Shelter for Stop ID 1283 located at 4051 NW 16<sup>th</sup> Street and construct a new Bus Shelter for Stop ID 1283 at the new location which is approximately 340 feet west of the current location.

C. County is willing to demolish the existing Bus Shelter for Stop ID 1283 and construct a new Bus Shelter for Stop ID 1283 at the new location provided that Municipality pays the costs associated therewith.

D. The Parties desire to amend the Agreement to provide for the demolition of the existing Bus Shelter, installation of temporary bus stop improvements at a new location, and construction of a new permanent Bus Shelter for Bus Stop ID 1283 as outlined herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Article 2, Section 2.3 of the Agreement is amended as follows:

...

2.3 Following a determination by County that Grant Funds are sufficient to fund the total Bus Shelter Project, County shall provide Municipality with a non-binding time line for construction that includes estimated commencement and completion dates. County



shall install or cause to be installed Bus Shelter(s) which are described and located as set forth on Exhibit A within the jurisdiction of Municipality. The installation of the Bus Shelters shall be paid for solely with Grant Funds, with the exception of the cost of demolishing the existing Bus Shelter, designing and constructing temporary bus stop improvements at the new location, and designing and constructing a new permanent Bus Shelter for Stop ID 1283 requested by Municipality in Exhibit C. The Bus Shelters shall remain the property of County. Municipality shall provide easement(s) in a form acceptable to County prior to installation of the Bus Shelter(s), where applicable, if requested by County.

2.3.1. The FTA interest in the existing Bus Shelter in the amount of Fifteen Thousand Seven Hundred Thirty Dollars (\$15,730) will transfer to the new permanent Bus Shelter. As a result, no funds are owed to the FTA.

2.3.2. The estimated total cost of demolition of the existing Bus Shelter from the current location, designing and constructing temporary bus stop improvements at the new location, and designing and constructing a new permanent Bus Shelter at the new location is One Hundred Seventy-five Thousand Dollars (\$175,000).

2.3.3. Payment of Costs –

(a) No later than thirty (30) days after full execution of this First Amendment, Municipality shall pay to County Twenty-eight Thousand Seven Hundred Twelve Dollars and Fifty-two Cents (\$28,712.52) to cover the cost of 1) demolition of the existing Bus Shelter from Stop ID 1283 and 2) design and construction of temporary bus stop improvements at the new location. The cost estimates for the work are attached as Exhibit D.

(b) After the construction plans and cost estimates are completed for the design and construction of the new permanent Bus Shelter at the new location, County will submit a written invoice and supporting documentation to Municipality delineating the cost of the following:

- i. any actual additional costs associated with (a) above;
- ii. the estimated costs for design services for the preparation of the signed, sealed, construction documents for the new permanent Bus Shelter;
- iii. the estimated cost of post-design services and CEI services to be performed during construction of the new permanent Bus Shelter; and
- iv. the construction cost estimate for the new permanent Bus Shelter.

(c) No later than thirty (30) days after Municipality receives County's invoice for the actual additional costs associated with (a) above, if applicable, and

permanent Bus Shelter estimated costs specified in (b) above, Municipality shall pay to County the total amount specified in the invoice.

(d) If the actual final costs for the design services and construction of the permanent Bus Shelter result in sums greater than the amount paid by Municipality for the invoice specified in section (b), County will invoice Municipality for the additional actual costs, not to exceed a total cumulative amount of One Hundred Seventy-five Thousand Dollars (\$175,000) for all work outlined in this First Amendment. No later than thirty (30) days after Municipality receives County's invoice for actual final costs under this section (d), Municipality shall pay to County the total amount specified in this final invoice for actual costs. In no event shall Municipality be responsible to pay County for more than the total amount of \$175,000 for any and all associated costs for all work outlined in this First Amendment.

...

4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

6. Contractor acknowledges that through the date this First Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

7. The effective date of this First Amendment shall be the date of complete execution by the Parties.

8. This First Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: Broward County, signing by and through its County Administrator, authorized to execute same by Board action on the 6th day of April, 2021 (Item 16), and the City of Lauderhill, signing by and through its City Manager, duly authorized to execute same.

COUNTY

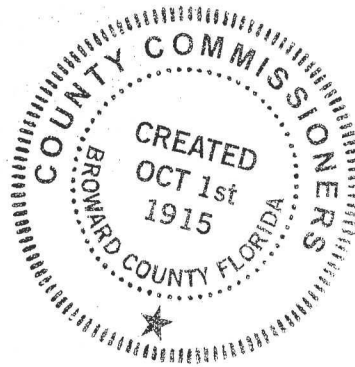
BROWARD COUNTY, by and through  
its County Administrator

By: [Signature]  
Monica Cepero

16<sup>th</sup> day of March, 2023

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By: [Signature] 3/13/2023  
Angela J. Wallace (Date)  
Transportation Surtax General Counsel



AJW/hb  
First Amendment – Lauderhill Bus Shelters  
02/08/2023



**FIRST AMENDMENT TO AGREEMENT BETWEEN  
BROWARD COUNTY AND CITY OF LAUDERHILL  
FOR INSTALLATION AND MAINTENANCE OF BUS SHELTERS**

**MUNICIPALITY**

ATTEST:

  
Andrea M. Anderson  
City Clerk

CITY OF LAUDERHILL

By: 

Desorae Giles-Smith  
City Manager

7 day of March, 2023

I HEREBY CERTIFY that I have approved  
this Agreement as to form and legal  
sufficiency subject to execution by the parties:

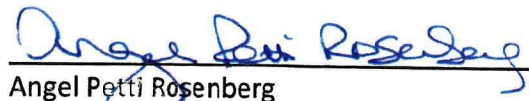
  
Angel Petti Rosenberg  
City Attorney

EXHIBIT C

RESOLUTION NO. 22R-12-173

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERHILL OF BROWARD COUNTY, FLORIDA, REQUESTING THAT THE BROWARD COUNTY TRANSIT DIVISION RELOCATE BUS STOP #1283 LOCATED AT 4051 N.W. 16<sup>TH</sup> STREET TO A NEW AGREED UPON LOCATION IN ORDER TO PREVENT BLOCKING ACCESS TO FIRE STATION #30; AUTHORIZING THE EXECUTION OF A LETTER OF COMMITMENT ACREEING TO CERTAIN TERMS TO ENABLE THE PROMPT RELOCATION OF THE BUS STOP; PROVIDING THAT THE CITY OF LAUDERHILL WILL PAY THE COSTS OF DEMOLITION AND RELOCATION IN AN AMOUNT NOT TO EXCEED \$175,000.00; PROVIDING THAT BROWARD COUNTY WILL TRANSFER THE LIKE-KIND EXCHANGE OF FTA DOLLARS IN THE AMOUNT OF \$15,730.00 TOWARDS THE COST OF THE NEW BUS SHELTER; PROVIDING THAT THE CITY WILL TRANSFER OWNERSHIP OF THE SHELTER TO BROWARD COUNTY; PROVIDING THAT THE CITY WILL CONTINUE TO MAINTAIN THE BUS SHELTER; PROVIDING THAT THE CITY WILL AMEND THE BUS SHELTER INSTALLATION AND MAINTENANCE AGREEMENT TO PROVIDE FOR THESE TERMS; PROVIDING FOR AN EFFECTIVE DATE REQUESTED BY CITY MANAGER, DESORAE GILES-SMITH>**

Whereas, the current location of bus shelter #1283 is causing delays for the fire trucks as the buses are blocking ingress/egress to Fire Station #30; and

Whereas, the City of Lauderhill is requesting that Broward County move the current location of bus shelter #1283 which is located abutting Fire station #30 at 4051 N.W.16<sup>th</sup> Street and Broward County is willing to do so at the City's cost; and

Whereas, the new proposed location has been agreed upon and is located approximately 340' to the west of the current location, as indicated in the attached Exhibit MA; and

Whereas, the original bus shelter was built using FTA dollars which either must be repaid by the city; or If the city uses local dollars to build the new bus shelter and turns over ownership of the bus shelter to Broward county, then the county can apply for an In-Kind Exchange for the value of the remaining useful life of the existing bus shelter which equates to \$15,730.00 to be used towards the construction of the new bus shelter; and

Resolution No. 22R-12-173  
Page 1 of 3

Whereas, Broward County has provided a total estimate for demolition, immediate temporary relocation, and permanent construction of the new shelter updated to the new design standards in an amount not to exceed \$175,000.00, which the city would need to pay; and

WHEREAS, Broward County is willing to accept a letter of commitment of these terms to expedite the immediate demolition and temporary relocation of the bus shelter in order to avoid delays in response times for our fire trucks; and

WHEREAS, the city agrees to amend the Maintenance Agreement to contain these terms, providing that Broward County will design and construct, that the city will pay the costs and turn ownership over to Broward County, and that the city will continue to maintain the bus shelter as it currently does;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:

**SECTION 1.** The City Commission of the City of Lauderhill hereby requests that the Broward County Mass Transit Division immediately demolish and relocate bus shelter #1283, currently located abutting Fire Station #30 at 4051 N.W. 16<sup>th</sup> Street.

**SECTION 2.** That the letter of commitment, a copy of which is attached hereto and incorporated herein is hereby approved which contains the terms of conditions providing for Broward County to demolish the current bus shelter, temporarily relocate it, and design and build a new bus shelter updated to the new design standards approximately 340' to the west of the current location as depicted on Exhibit "A", further providing that the City will pay the costs, transfer ownership of the bus shelter to Broward County so that an In-Kind Exchange of FTA dollars can be applied to the new construction, and the city will continue to maintain the shelter thereafter.

**SECTION 3.** Further, that the City of Lauderhill will amend the Installation and Maintenance Agreement to include these terms.

**SECTION 4.** Approving the expenditure in an amount not to exceed \$175,000.00 from the appropriate Budget Code Number utilizing local funds to be paid to Broward County for the immediate demolition, temporary relocation, and design and build of a new bus shelter updated to the new design standards to be relocated approximately 340' to the west of the current existing

Resolution No. 22R-12-173

Page 2 of 3



location.

**SECTION 5.** Authorizing the City Manager to execute the Letter of Commitment, the Amended Maintenance Agreement, and any other documents necessary to effectuate the Intent of this Resolution.

**SECTION 6.** Providing that a copy of this Resolution shall be forwarded to the Broward County Commission and the Broward County Mass Transit Division.

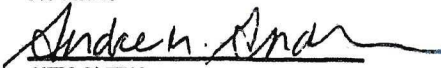
**SECTION 7.** This Resolution shall become effective immediately upon adoption.

DATED this 12 day of December, 2022.

PASSED AND ADOPTED on first reading this 12 day of December, 2022.

  
\_\_\_\_\_  
PRESIDING OFFICER


ATTEST:

  
\_\_\_\_\_  
CITY CLERK

MOTION	<u>L. Martin</u>
SECOND	<u>D. Grant</u>

M. DUNN	<u>Yes</u>
D. GRANT	<u>Yes</u>
L. MARTIN	<u>Yes</u>
S. MARTIN	<u>Yes</u>
K. THURSTON	<u>Absent</u>

Approved as to Form

  
\_\_\_\_\_  
W. Earl Hall  
City Attorney



**Desorae Giles-Smith**  
City Manager

December 12, 2022

Mr. Tim Garling  
Deputy General Manager  
Broward County Transportation Department  
1 North University Drive, 3100A  
Plantation, FL 33324

Re: Relocation of Bus Stop #1283 abutting Fire Station #30 at 4051 N.W. 16<sup>th</sup> Street.

Dear Mr. Garling:

The purpose of this letter is to memorialize the discussion that took place between the City of Lauderhill Staff and Broward County Staff on December 1, 2022 regarding the City's request to relocate Bus Stop #1283 because the buses are hindering ingress/egress to Fire Station #30.

As discussed at the above-referenced meeting, the City agrees to pay all costs associated with the demolition of the current existing Bus Shelter abutting Fire Station #30, the construction of a temporary bus stop, and the eventual reconstruction of the bus shelter at the new agreed upon location which is approximately 340' west of the current location and which will be designed to the new standards and constructed by the County. A sketch of the proposed new location is attached hereto as Exhibit "A". The estimated total costs should not exceed a maximum of \$175,000.00.

Further, pursuant to the Like-Kind Exchange policy in 5010.1.E BCT, the remaining asset life FTA interest in the existing bus stop in the amount of \$15,730.00 will be transferred to apply the new relocated bus shelter, so it will not need to be reimbursed.

The County will manage all work associated and act responsibly with City of Lauderhill funds with the immediate demolition of the existing bus shelter, the relocation of and the reconstruction of the new bus shelter. The City will work with the County to provide any necessary permits on an expedited basis.

In addition, the City will amend the existing Maintenance Memorandum of Agreement (MMA) which was executed by the City on November 25, 2013, between the City and the County to provide that the ownership of the new Bus Shelter shall be transferred to the County; that the City agrees to assume the maintenance responsibilities for the bus shelter; and that the City will assume the responsibility to pay the costs associated with the demolition, relocation and reconstruction of the new bus shelter utilizing local funds (no grant funds can be utilized) up to \$175,000.

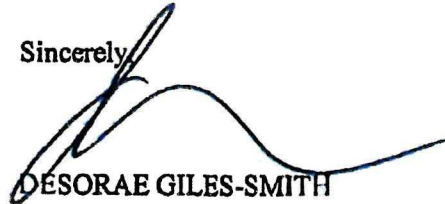
In the meantime, it was agreed to by both parties that receipt of this letter will serve as Broward County's concurrence to continue with the immediate demolition, relocation and reconstruction of

Office of the City Manager  
5581 W. Oakland Park Blvd., Lauderhill, FL 33318  
[www.lauderhill-fl.gov](http://www.lauderhill-fl.gov)

the Bus Shelter #1283 while the Amendment to the MMOA is drafted in order to promptly alleviate the impact that the buses are having upon Fire Station #30.

Thanking you in advance for your prompt cooperation.

Sincerely,



DESORAE GILES-SMITH  
City Manager  
City of Lauderhill





Exhibit "A"

## EXHIBIT D



Location City Of LAUDERHILL  
 WO No: WO BS 1238  
 Scope Of Work Transit Shelter ADA Infrastructure Improvements

Broward County  
 Contract PNC2120688B1  
 DATE 2/3/2023

Item	Description	Unit	Price	Quantities WO-Order	Total Price WO-Order
PNC2120688B1-01- 003	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	\$ 25.00	53.44	1,336.00
PNC2120688B1-01- 004	REGULAR EXCAVATION	CY	\$ 15.00	2.82	42.30
PNC2120688B1-01- 005	EMBANKMENT (FILL)	CY	\$ 5.00	11.85	59.26
PNC2120688B1-01- 009	LIMEROCK (FURNISHING,SPREADING, SHAPING, AND COMPACTING)	CY	\$ 65.00	2.82	183.30
PNC2120688B1-01- 068	CONCRETE, MATERIAL AND INSTALLATION (6") THICK	SY	\$ 86.50	17.00	1,470.50
PNC2120688B1-01- 091	SODDING (Typical Bahia or St. Augustine)	SY	\$ 6.50	45.00	292.50
PNC2120688B1-01- 108	SINGLE POST SIGN, RELOCATE	ASEM	\$ 250.00	1.00	250.00
PNC2120688B1-01- 121	MOBILIZATION	EA	\$ 2,000.00	1.00	2,000.00
PNC2120688B1-01- 122	MAINTENANCE OF TRAFFIC - (Refer to Attachment A)	SITE	\$ 1,800.00	1.00	1,800.00
	Demolition Shelter Cast in Place	EA	\$ 13,783.00	1.00	13,783.00
				<b>TOTAL</b>	<b>21,216.86</b>

Cordially,

*JUAN CARLOS MORENO*

JUAN CARLOS MORENO

Project Manager

Phone: (305) 255-6067

Cell: (786) 488-2184

Email: [juan@cicdinc.com](mailto:juan@cicdinc.com)

C&I 14031 SW 143 Court Unit#6 Miami FL, 33186 Phone: (305) 255-6067 Fax: (786) 430-1747 email: [info@cicdinc.com](mailto:info@cicdinc.com)





Location City Of Lauderhill  
 WO No: WO 411 BS 1283  
 Scope Of Work Transit Shelter ADA Infrastructure Improvements

Broward County  
 Contract PNC2120688B1  
 DATE 2/3/2023

Item	Description	Unit	Price	Quantities WO-Order	Total Price WO-Order
PNC2120688B1-01- 002	CLEARING & GRUBBING	SY	\$ 16.00	25.78	412.48
PNC2120688B1-01- 003	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	\$ 25.00	16.83	420.75
PNC2120688B1-01- 004	REGULAR EXCAVATION	CY	\$ 15.00	7.10	106.50
PNC2120688B1-01- 009	LIMEROCK (FURNISHING,SPREADING, SHAPING, AND COMPACTING)	CY	\$ 65.00	7.10	461.50
PNC2120688B1-01- 064	ADDITION OF CURB AND GUTTER TYPE F	LF	\$ 43.00	32.00	1,376.00
PNC2120688B1-01- 068	CONCRETE, MATERIAL AND INSTALLATION (6") THICK	SY	\$ 86.50	28.89	2,498.99
PNC2120688B1-01- 091	SODDING (Typical Bahia or St. Augustine)	SY	\$ 6.50	22.22	144.44
PNC2120688B1-01- 108	SINGLE POST SIGN, RELOCATE	ASEM	\$ 250.00	1.00	250.00
PNC2120688B1-01- 121	MOBILIZATION	EA	\$ 2,000.00	-	-
PNC2120688B1-01- 122	MAINTENANCE OF TRAFFIC - (Refer to Attachment A)	SITE	\$ 1,800.00	1.00	1,800.00
PASS-THRU COST	Allowance City Of Lauderhill	EA	\$ 25.00	1.00	25.00
				<b>TOTAL</b>	<b>7,495.66</b>

Cordially,

*JUAN CARLOS MORENO*

JUAN CARLOS MORENO

Project Manager

Phone: (305) 255-6067

Cell: (786) 488-2184

Email: [juan@cicdinc.com](mailto:juan@cicdinc.com)

C&I 14031 SW 143 Court Unit#6 Miami FL, 33186 Phone: (305) 255-6067 Fax: (786) 430-1747 email: [info@cicdinc.com](mailto:info@cicdinc.com)