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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 21, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 8(M)(7)

From: Carlos A. Gimenez
Mayor

Subject: South Florida Shuttle, LLC Application for a Transfer of Passenger Motor Carrier Certificate of Transportation No. 30171

Resolution No. R-319-15

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the transfer of Passenger Motor Carrier (PMC) Certificate of Transportation No. 30171 from Silmar Corporation to South Florida Shuttle, LLC.

Scope

This PMC Certificate of Transportation is valid countywide.

Fiscal Impact/Funding Source

Licensing, operating permit and inspection fees are collected by the Department of Regulatory and Economic Resources to support regulatory activities. There is an annual regulatory fee of $625.00 per certificate and $625.00 per vehicle that will yield $1,250.00 in revenue annually for the first vehicle and $625.00 for each additional vehicle. PMC certificate holders can operate an unlimited number of vehicles under the certificate. The County also collects $38.00 per vehicle inspection with inspection frequency varying with the vehicle age from one (1) to four (4) per year.

Track Record/Monitor

The applicant is a new service provider and is in compliance with all Miami-Dade County Code (Code) requirements. Joe Mora, Division Chief, Department of Regulatory and Economic Resources, will be responsible for monitoring this company.

Background

On February 17, 1981, the Board adopted Ordinance 81-17, subsequently amended by Ordinance 85-20 on April 16, 1985, which regulates the passenger motor carrier industry in Miami-Dade County under Chapter 31 of the Code.

Section 31-103(m) of the Code provides the procedures to be followed by Miami-Dade County in processing transfer applications. No certificate may be sold, assigned or transferred until the proposed sale, assignment, or transfer has been approved by the Board. In considering the proposed transfer of ownership or control of the certificate, the Board shall determine whether or not said transfer is contrary to the public interest, upon evidence submitted at the public hearing. The Board may approve or refuse to approve said transfer upon such terms and conditions or may reasonably alter, restrict or modify the terms and provisions of such transfer if in the public's interest.

Silmar Corporation has filed an application to transfer Passenger Motor Carrier Certificate of Transportation No. 30171 to South Florida Shuttle, LLC. Approved on November 1, 1994, via Resolution R-1707-94 (Attachment A), PMC No. 30171 authorizes contract carrier service. This class of service is defined as any passenger motor carrier who is not a common carrier, and who repeatedly or continuously transports persons for compensation under written contracts with one or more persons.

South Florida Shuttle, LLC, located at 1934 NE 147 Terrace, North Miami Beach, Florida 33181, seeks to continue providing contract carrier service by transporting tourist and resident groups to and from various locations throughout Miami-Dade County 24-hours a day, seven days a week. Transportation is required to be pre-arranged at least 24-hours prior to service using chauffeur driven vehicles with a seating capacity of nine or more, but less than 28 passengers, excluding the driver. The proposed rates are listed on the attached rate schedule (Attachment B).

The management plan submitted by Mr. Sergio Daniel Pastore, Manager of South Florida Shuttle, LLC, includes maintenance, communication, and recordkeeping systems and meets the requirements of the Code. All required financial statements and credit references have been submitted and the proposed service standards adequately meet passenger transportation and comfort needs. A background investigation reveals no criminal conviction for the applicant or any corporate officers within five years of the date of the application.

As required by the Code, the applicant has provided disclosure of the terms and conditions regarding the transfer of the certificate. A Sales Agreement (Attachment C) between Silmar Corporation and South Florida Shuttle, LLC establishes the acquisition of Passenger Motor Carrier Certificate of Transportation No. 30171 for a total price of $27,000.00.

Jack Osterholt, Deputy Mayor

Agenda Item No. 7(ZZ)
11-1-94

RESOLUTION NO. R-1707-94

ATTACHMENT A

RESOLUTION APPROVING APPLICATION FOR ONE CERTIFICATE OF TRANSPORTATION TO SILMAR CORPORATION TO PROVIDE CONTRACT CARRIER SERVICE AS A PASSENGER MOTOR CARRIER

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that in accordance with Chapter 31 of the Code, a Certificate of Transportation to provide contract carrier passenger motor carrier services to various points in Dade County, pursuant to written service contracts, as recommended by the County Manager, be issued to Silmar Corporation.

The foregoing resolution was offered by Commissioner Miguel Diaz de la Portilla, who moved its adoption, the motion was seconded by Commissioner Alexander Penelas and upon being put to a vote, the vote was as follows:

James Burke	aye	Miguel Diaz de la Portilla	aye
Betty T. Ferguson	aye	Maurice A. Ferre	absent
Bruce Kaplan	aye	Gwen Margolis	aye
Natacha S. Millan	aye	Dennis C. Moss	absent
Alexander Penelas	aye	Pedro Reboredo	absent
Katy Sorenson	aye	Javier D. Souto	aye
Arthur E. Teele, Jr.	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of November, 1994.

107.07-17A METRO-DADE/GSA-MAT MGT

MEMORANDUM

Agenda Item No. 7(ZZ)

TO: Hon. Chairperson and Members
Board of County Commissioners

DATE: November 1, 1994

SUBJECT: Silmar Corporation application for a Passenger Motor Carrier Certificate of Transportation (PMC Control No. 238)

FROM: Joaquin G. Aviñó, P.E., P.L.S.
County Manager

RECOMMENDATION

It is recommended that the Board approve the application of Silmar Corporation, for a Passenger Motor Carrier Certificate of Transportation to provide pre-arranged contract service.

BACKGROUND

On February 17, 1981, the Board of County Commissioners adopted Ordinance 81-17, subsequently amended by Ordinance 85-20 on April 16, 1985, which regulates the passenger motor carrier industry in Dade County under Chapter 31 of the Code of Metropolitan Dade County.

Section 31-103 of the Code provides the procedure to be followed by Metro Dade County in processing certificate applications. Based on these requirements, a public hearing has been scheduled before the Board of County Commissioners. At the conclusion of the public hearing the Board may issue or refuse to issue the certificate or issue the certificate with such modifications or upon such terms and conditions as in its judgment the public interest may require. In reaching its determination, the Board shall consider the application, the County Manager's report and recommendation, all matters presented at the public hearing, and among others, the following criteria:

(1) That the applicant is fit, willing and able in accordance with the requirements of this section, to provide the transportation to be authorized by the certificate, and is able to comply with this article and regulations of the commission.

(2) That the transportation to be provided under the requested certificate is consistent with the public interest.

(3) That the proposed transportation service will improve the quality of transportation available to the public.

ATTACHMENT B

SOUTH FLORIDA SHUTTLE SERVICES

Shuttle

Shuttles		Passengers		
From / To	**To / From**	**1 - 4**	**5 - 9**	**10 - 14**
Miami airport	Port Miami	$40	$8 per person	$7 per person
	Downtown	$40	$8 per person	$7 per person
	south beach	$40	$8 per person	$7 per person
	Fort Lauderdale airport	$69	$12 per person	$9 per person
	key largo	$175	$225	$255
	Marathon	$225	$255	$285
	key west	$400	$450	$495
	Pompano Beach	$85	$130	$150
	West Palm Beach	$155	$235	$270
Fort lauderdale airport	Port Miami	$69	$12 per person	$9 per person
	Miami Downtown	$69	$12 per person	$9 per person
	south beach	$69	$12 per person	$9 per person
	Downtown	$40	$8 per person	$7 per person
	Boca Raton	$135	$155	$255
South beach	Aventura Mall	$55	$65	$90

Specials

Shuttles		Passengers		
From / To	**To / From**	**1 - 4**	**5 - 9**	**10 - 14**
Miami	Orlando	$450	$475	$500

ATTACHMENT C

AGREEMENT

THIS AGREEMENT is entered into this 21st day of August, 2014 by and between SOUTH FLORIDA SHUTTLE, LLC, hereinafter referred to as "Purchaser" and, SILMAR, CORPORATION hereinafter referred to as "Seller".

WHEREAS, Seller, SILMAR CORPORATION, is the owner and sole proprietor of a Passenger Transportation Business in Miami Dade County, Florida; and

WHEREAS, Seller, SILMAR CORPORATION, desires to sell the assets of the business and the Buyer, SOUTH FLORIDA SHUTTLE, LLC, desires to purchase the aforementioned assets of the business.

WHEREAS, Seller desires to sell and Purchaser desires to purchase certain assets of the business; specifically Miami Dade County Certificate of Transportation bearing License Number P.M.C 30171.

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

I

Purchase Price

I. 1. Purchase Price:

The purchase price ("Purchase Price") for the assets of the business will be TWENTY-SEVEN THOUSAND ($27,000.00) DOLLARS.

I. 2. Deposit:
Within forty-eight hours (48) of the execution of this agreement (excluding Saturday, Sunday or Legal Holiday), Buyers agree to deposit the full amount of the purchase price, Twenty-Seven Thousand Dollars ($27,000.00) into the escrow account of the Law Offices of Angel Ruiz, Attorney for the Seller and designated escrow agent for this transaction.

I. 3. Closing Obligations: At the Closing:

Seller will deliver to Buyer:

(I) executed Bill of Sale for the Certificate of Transportation License Number P.M.C 30171.

Buyer will deliver to Seller:

TWENTY-SEVEN THOUSAND ($27,000.00) Dollars by bank cashier's check or by wire transfer to accounts specified by Seller;

II

Representations and Warranties of the Seller

Seller individually and as Trustee warrants to the Buyer as follows:

II. 1. Full Authority: Sellers have full right, power and authority to sell and transfer the assets to Buyer.

II. 2. No Default Effected: The execution and delivery of this Agreement by the Seller, the consummation by Seller of the transactions contemplated hereby and the fulfillment of the terms and compliance with the provisions hereof (a) will not conflict with or result in the breach of or a default with respect to any of the terms, conditions or provisions of any applicable order, writ or decree of any court or any governmental department, commission, board, bureau, agency or instrumentality applicable to the Sellers; and (b) will not conflict with or result in the breach of or a default with respect to any of the terms, conditions or provisions of any indenture, contract, agreement, lease or other instrument or any formal or informal understanding to which it is a party or is subject or by which it or its properties or assets are bound.

III

Representations and Warranties of Buyer

Buyer represents and warrants to Seller as follows:

III. 1. Full Authority: Buyer has full right, power and authority to purchase the Assets and to perform all the obligations of Buyer under this Agreement.

IV

Closing

IV. 1. Immediately upon execution of this agreement, Buyers will initiate the process to transfer all necessary licenses to operate the business to buyers' name(s). This includes filing all of the appropriate documentation and complying with all additional

requirements of Miami-Dade County with regards to the transfer of the license. Seller agrees to assist buyer with all the necessary paperwork related to the operation and transfer of the license. Seller will sign any required documents within seventy two (72) hours.

1.2 Closing of this transaction will take place upon final approval by Miami-Dade County of the transfer of the license.

1.3 Buyers are aware that in addition to the purchase price of $27,000.00, buyers are responsible for the payment of all license fees and taxes and all Federal, State and Local taxes associated with the transfer of the license.

1.4 Buyers agree that once final approval has been granted by Miami-Dade County and the transfer of the license has been granted final approval, this transaction will then proceed to closing pursuant to the terms and conditions specified in this agreement. Buyers further agree and acknowledge that in the event buyers refuse to proceed to close this transaction, the funds being held in escrow become non-refundable and shall be disbursed to seller as liquidated damages for buyer's refusal to close. In the event that Sellers refuse to proceed to close this transaction, the funds being held in escrow shall be returned to Buyers for seller's refusal to close. Additionally the Buyers will be compensated an additional $7,000.00 as liquidated damages for Seller's refusal to close.

1.5 This contract and the closing of this transaction are conditioned upon Purchasers obtaining approval of the license transfer from Miami-Dade County. The parties agree that said license is essential and a requirement to the intended operation the business

1.6 In the event Final Approval is not obtained by Buyers within 90 days from the signing of this agreement Sellers will be compensated $150.00 weekly until Buyers obtain Final Approval and transaction is closed.

Closing

The Closing of this transaction shall take place within 72 hours (excluding Saturday, Sunday or Legal Holidays) of purchasers having been granted final approval of the license transfer from Seller's name to Buyer's name(s).

V

Representations, Warranties and Covenants

V. 1. Survival: The terms, covenants, conditions, representations and warranties, of the parties herein contained, unless waived in writing, shall survive the Closing Date and

the consummation of any or all of the transactions contemplated hereby.

VI

Amendments

VI. 1. Amendments: Except as otherwise specifically provided elsewhere in this Agreement, the terms provisions and conditions of this Agreement may not be changed, modified or amended in any manner except by an instrument in writing duly executed by the parties hereto.

VII

Specific Performance

VII.1. Specific Performance: In the event that the closing is not consummated on or before the Closing Date, as may be extended from time to time as herein set forth, as a result of the default of the Seller or Buyers, then the other parties shall have, in addition to any and all other remedies whether in law, equity or otherwise, the right of specific performance to enforce all of the terms, covenants and conditions of the Agreement. In the event that either of the parties hereto are required to institute legal proceedings to enforce the provisions of this Agreement, the prevailing party shall be entitled to be reimbursed for all reasonable attorneys' fees and court costs incurred, including all appellate cases.

VIII

Miscellaneous Provisions

VIII. 1. Notices: All notices, consents, requests, instructions, approvals and other communications not provided herein shall be validly given, made or served, if in writing and delivered personally or sent by mail (unless the United States Post Office is on strike), registered or certified, return receipt requested, postage prepaid, addressed:

If to the Seller: SILMAR CORPORATION
c/o Silvio J. Villegas
7163 SW 103 CT. Circle
Miami, Florida 33173

If to the Buyers: SOUTH FLORIDA SHUTTLE /
c/o Sergio Pastore
1934 Northeast 147th Terrace
North Miami Beach, Florida 33181

or to such other address as the parties may, from time to time, designate in writing delivered in a like manner. Notice given by mail as set out above shall be deemed delivered three days after the date the same is postmarked.

VIII. 2. Parties in Interest: Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person (other than the parties hereto, their successors and their permitted assigns) any rights or remedies under or by reason of this Agreement, or any term, provision, condition, undertaking, warranty, representation, indemnity, covenant or agreement contained herein.

VIII. 3 Entire Agreement: This Agreement constitutes the entire agreement with respect to the transactions contemplated herein and supersedes and is in full substitution for any and all prior agreements and understandings between any of the parties hereto relating to such transactions.

VIII. 4. Descriptive Headings: The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not control or affect the meaning of construct of any of the provisions hereof.

VIII. 5. Counterparts: Any number of counterparts of this Agreement may be executed by the parties hereto. Each such executed counterpart shall be, and shall be deemed to be, an original, but all such executed counterparts shall constitute, and shall be deemed to constitute, in the aggregate, one and the same instrument.

VIII. 6. Gender: Whenever the context of this Agreement requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of whatever gender shall be deemed to include and designate the masculine, feminine or neuter gender.

VIII. 7. Time is of the Essence: The parties hereto agree that time shall be of the essence.

VIII. 8. Governing Law: This Agreement shall be governed by and construed in accordance

with the substantive laws of the State of Florida.

VIII. 9. Survival: The terms, covenants, conditions, representations, and warranties, of the parties herein contained, unless waived in writing, shall survive the Closing Date and the consummation of any or all of the transaction contemplated hereby.

VIII. 10. Amendments: Except as otherwise specifically provided elsewhere in this Agreement, the terms, provisions and conditions of this Agreement may not be changed, modified or amended in any manner except by an instrument in writing duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above mentioned.

Signed, sealed and delivered in the presence of:

SELLER: SILMAR CORPORATION

SILVIO J. VILLEGAS, President

Witness Signature
Print name: Victor Ruiz

Witness Signature
Print name: Maria Guerrero

BUYERS: SOUTH FLORIDA SHUTTLE, LLC

SERGIO PASTORE, President

Witness Signature
Print name: Victor Ruiz

Witness Signature
Print name: Maria Guerrero

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me this 20 day of August, 2014 by SILVIO J. VILLEGAS, who has provided FDL as proper identification.

Amarillys Varona

NOTARY PUBLIC
State of Florida at Large

AMARILLYS C. VARONA
MY COMMISSION # EE 834225
EXPIRES: October 7, 2016
Bonded Thru Budget Notary Services

My Commission Expires:

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me this 20 day of August, 2014 by SERGIO PASTORE who has provided FDL as proper identification.

Amarillys Varona

NOTARY PUBLIC
State of Florida at Large

AMARILLYS C. VARONA
MY COMMISSION # EE 834225
EXPIRES: October 7, 2016
Bonded Thru Budget Notary Services

My Commission Expires:

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: April 21, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(M)(7)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(7)
4-21-15

RESOLUTION NO. R-319-15

RESOLUTION APPROVING TRANSFER OF CERTIFICATE OF TRANSPORTATION NO. 30171 FROM SILMAR CORPORATION TO SOUTH FLORIDA SHUTTLE, LLC TO PROVIDE CONTRACT CARRIER SERVICE AS A PASSENGER MOTOR CARRIER

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that in accordance with Chapter 31 of the Code of Miami-Dade County, the transfer of Certificate of Transportation No. 30171 from Silmar Corporation to South Florida Shuttle, LLC to provide contract carrier service as a passenger motor carrier is approved. This class of transportation is defined as any passenger motor carrier who is not a common carrier and who repeatedly and continuously transports persons for compensation under written contracts with one (1) or more persons.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman			**aye**
Esteban L. Bovo, Jr., Vice Chairman			**aye**
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of April, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. GKS

Gerald K. Sanchez