

Memorandum



Date: January 20, 2016

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

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Application for a Transfer of Passenger Motor Carrier Certificate of Transportation No. 30226 from Kasal International, Inc. to System Shuttle Miami, LLC

Agenda Item No. .3(B)(8)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the transfer of Passenger Motor Carrier (PMC) Certificate of Transportation No. 30226 from Kasal International, Inc. to System Shuttle Miami, LLC.

Scope

This PMC Certificate of Transportation is countywide, allowing the certificate holder to operate in unincorporated and incorporated areas of Miami-Dade County.

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 frequency varying with the vehicle age from one (1) to four (4) inspections per year.

Track Record/Monitor

The applicant is a new permit holder and is in compliance with all requirements of the Code of Miami-Dade County (Code). Joe Mora, Division Chief within the 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.

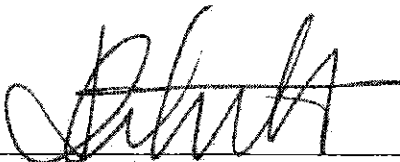
Section 31-103 (m) of the Code provides the procedures to be followed by Miami-Dade County in processing transfer applications. No certificate may be sold, assigned or transferred to another until the proposed sale, assignment, or transfer has been approved by the Board. In considering the proposed transfer 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.

Kasal International, Inc. has filed an application to transfer Passenger Motor Carrier Certificate of Transportation No. 30226 to System Shuttle Miami, LLC. Issued on February 4, 1997, via Resolution R-127-97 (Attachment A), PMC No. 30226 authorizes special operations service. This class of service is defined as transportation of persons in a motor vehicle to a common destination or series of common destinations where the person may be charged as an individual or as part of a group, including but not limited to charter, sightseeing, or subscription service, not between fixed terminals or on a regular route.

The company is required to adhere to the terms of Resolution R-127-97, which approved the certificate. System Shuttle Miami, LLC, located at 14140 SW 165 Street, Miami, Florida 33177, seeks to continue providing this class of 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. Matias Resuche, Manager of System Shuttle Miami, 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. An Asset Purchase Agreement (Attachment C) between Kasal International, Inc. and System Shuttle Miami, LLC establishes the acquisition of Passenger Motor Carrier Certificate of Transportation No. 30226 for a total price of \$28,000.00.



Jack Osterholt, Deputy Mayor

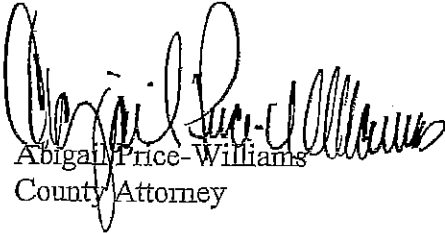


MEMORANDUM

(Revised)

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

DATE: January 20, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(8)

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
- Statement of social equity 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. 3(B)(8)
1-20-16

RESOLUTION NO. _____

RESOLUTION APPROVING TRANSFER OF
CERTIFICATE OF TRANSPORTATION NO. 30226 FROM
KASAL INTERNATIONAL, INC. TO SYSTEM SHUTTLE
MIAMI, LLC TO PROVIDE SPECIAL OPERATIONS
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. 30226 from Kasal International, Inc. to System Shuttle Miami, LLC to provide special operations service as a passenger motor carrier is approved. This class of transportation is defined as the transportation of persons in a motor vehicle to a common destination or series of common destinations where the person may be charged as an individual or as part of a group, including but not limited to charter, sightseeing, or subscription service, not between fixed terminals or on a regular route.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2016. 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GKS

Gerald K. Sanchez

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of February, 1997. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

KAY SULLIVAN

By: _____
Deputy Clerk

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




MEMORANDUM

Agenda Item No. 4(P)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: February 4, 1997

FROM: 
Armando Vidal, P.E.
County Manager

SUBJECT: Kasal International, Inc. application
for a Passenger Motor Carrier
Certificate
(PMC Control No. 281)

RECOMMENDATION

It is recommended that the Board approve the application of Kasal International, Inc. for a Passenger Motor Carrier Certificate of Transportation to provide pre-arranged special operations 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 procedures to be followed by Metro Dade County in processing certificate applications. Based on those 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 this 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.

ANALYSIS

Kasal International, Inc., located at 11552 SW 3 Street, Miami, Florida 33174, seeks to obtain a Passenger Motor Carrier Certificate of Transportation to provide pre-arranged special operations transportation as a tour operator to passengers throughout all of Dade County. This class of service is defined as the transportation of persons to a common destination or series of common destinations where the person may be charged as an individual or as part of a group, including but not limited to charter, sightseeing, or subscription service, not between fixed terminals or on a regular route.

The company seeks to transport tourist groups to various locations throughout Dade County. Transportation will be pre-arranged on a 12-hour minimum basis. These services will be provided 24 hours a day, seven days a week, 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.

The management plan submitted by Ms. Veronica Ramirez, Owner of Kasal International, Inc., includes maintenance, communication, and record keeping 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.

In accordance with Section 31-103(e) of the Code, a 20 day notice of application was provided to all affected municipalities within Dade County, all passenger motor carrier certificate holders and interested parties. No protests were filed.

This item is being submitted for the January, 1997 Policy Formulation and Internal Support Committee meeting.

Rates**ATTACHMENT B**

Rates From or To Miami Int Airport/Miami Area/Miami Beach

From or To Miami Int Airport	1 To 4 Pax	5 TO 7 Pax	8 TO 10 Pax	More 10 Pax Call us
Miami Downtown	\$45	\$55	\$65	call us
South Beach	\$50	\$60	\$70	call us
Miami Beach	\$50	\$60	\$70	call us
City of Aventura	\$60	\$70	\$80	call us
Hollywood	\$65	\$75	\$85	call us
Fort Lauderdale	\$80	\$90	\$100	call us
Pompano	\$95	\$105	\$115	call us
Boca Raton	\$120	\$130	\$140	call us
West Palm Beach	\$175	\$185	\$200	call us
Doral	\$45	\$55	\$65	call us
West Doral	\$50	\$60	\$70	call us
Dadeland	\$45	\$55	\$65	call us
Kendall	\$50	\$60	\$70	call us
Homestead	\$80	\$90	\$100	call us
Key Largo	\$150	\$160	\$170	call us
Key West	\$400	\$450	\$500	call us
Orlando Private Van	\$500	\$550	\$600	call us
Orlando Shared Van	\$75p/p	\$70p/p	\$65p/p	call us
Naples	\$300	\$320	\$340	call us

ATTACHMENT C

ASSET PURCHASE AGREEMENT

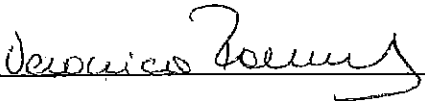
By and among

KASAL INTERNATIONAL TOURS, INC; VERONICA RAMIREZ (SELLER)

and

SYSTEM SHUTTLE MIAMI, LLC

[BUYER]



Dated 11-4-2014

This Agreement is made by and between N/A, a Florida corporation (hereinafter referred to as "Seller"), and _____, a Florida corporation (hereinafter referred to as "Buyer").

RECITALS

Whereas, Seller is engaged in the _____ business, and operates _____; and

WHEREAS, Buyer desires to purchase, and Seller desires to sell, substantially all of the assets of Seller=s business, exclusive of the real property and appurtenances thereto upon which Seller currently conducts business, upon the terms and conditions hereinafter set forth; and

WHEREAS, Buyers shareholders desire to purchase, and Seller desires to sell, the real property and appurtenances thereto upon which Seller currently conducts business, upon the terms and conditions set forth in the accompanying Passenger Motor Certificate # _____ ;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and intending to be legally bound, the parties agree as follows:

AGREEMENT

1. Purchase and Sale. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, Passenger Motor Certificate # 30226 NR
2. Buyer represents and warrants that it has inspected the Assets and accepts such assets in their current condition, with all faults. Seller hereby represents and warrants that it is the owner of the Assets, subject to the liabilities assumed hereunder, but expressly disclaims any warranties as to the condition or suitability of such Assets.
3. Treatment of Liabilities/Indemnification. Buyer shall assume only such liabilities or obligations whether accrued, contingent, or otherwise, of Seller which are hereinafter set forth in Exhibit B attached hereto and incorporated herein by reference. Buyer acknowledges that these liabilities may be adjusted in due course, between the date hereof and the Closing Date (hereinafter defined), if different. Buyer hereby indemnifies Seller from and against any and all claims, damages, losses, costs or expenses (including, without limitation, attorney's fees and disbursements) in any manner relating to such obligations assumed hereunder. Buyer shall assume no liabilities or obligations of Seller other than those identified on Exhibit B. Seller shall indemnify and hold Buyer harmless from and against any and all claims, damages, losses, costs or expenses not specifically assumed by Buyer herein and set forth on Exhibit B. Seller shall have the right to contest any such claims in good faith. In the event that a claim is made by a third party against Buyer or Seller which may give rise to a right or indemnity under this paragraph 3, the Buyer or Seller, as the case may be, agree to promptly notify the other in writing, which party may within five (5) business days from the date of such notice, elect to defend such claim at its expense.
4. Purchase Price/Allocation of Basis. The purchase price for the Assets being purchased hereunder shall be the sum of \$ 28,000, plus the assumption of the liabilities as described in Exhibit >B= attached hereto and incorporated herein by reference (the "Purchase Price"). The Purchase Price shall be allocated among the Assets as provided in the Form 8954 to be filed with the Internal Revenue Service following the Closing Date.
5. Payment of Purchase Price. Payment of the Purchase Price shall be made as follows: Buyer shall pay the sum of \$ 28,000 in cash to Seller at Closing. After closing, Buyer shall be free to renegotiate and enter into any arrangement with the creditors represented on Exhibit >B= attached hereto, and may discharge those obligations in due course. Buyer, and its shareholder _____ individually, hereby indemnify and hold Seller, its officers, directors, shareholders, guarantors, agents, employees successors and assigns, harmless from and against any and all claims, damages or causes of action in any manner relating to or arising out of the obligations assumed hereunder.

6. Closing/Risk of Loss. The closing of the transactions contemplated by this Agreement shall take place at the offices of 140 West Flagler Street Miami, Florida 33130, or at such other place as Buyer and Sellers shall agree, upon the "Closing Date". Seller shall, on the Closing Date, convey, transfer and assign to Buyer by Warranty deed, Bill of Sale, assignment or other appropriate instruments in form and substance satisfactory to Buyer and its counsel such Assets as are described in paragraph 1 hereof. Seller shall also, on and after the Closing Date and upon request of Buyer, execute such other documents as may be required in order to make effective the sale and transfer of Sellers Assets as therein provided to vest fully in Buyer the title thereto and to otherwise effectuate the purposes of this Agreement. Buyer shall take possession of the Assets as of closing.

7. Covenants of Seller. Seller hereby covenants and agrees with Buyer that:

(c) Between the date of this Agreement and the Closing Date, except as otherwise permitted by the prior written consent of Buyer:

i. The business and operations of Seller will be conducted only in the ordinary course of business and all obligations under agreements binding upon Seller will be duly performed;

ii. Seller shall not mortgage, pledge or encumber any of the Assets; or

iii. Seller shall not make any commitments with respect to capital expenditures for the Seller, nor will Seller dispose of any of the Assets.

(d) Between the date of this Agreement and the Closing Date, Seller will use their best efforts to preserve the Assets and to maintain and preserve the goodwill of the customers and others having business relationships with Seller in connection with the Assets.

8. Sellers Representations and Warranties. Seller hereby represents and warrants that:

(e) Seller is the sole owner of and have the full right and authority to sell the Assets to be transferred hereunder, all of which, except as otherwise specifically provided for in this Agreement (i.e., the lien of Megabank), are free and clear of any and all debts, claims, mortgages, liens, security agreements and other encumbrances equities or restrictions on transfer except or disclosed hereinafter in this Agreement.

(f) Seller is a corporation duly organized and validly existing under the laws of the State of Florida. The execution and delivery of the this Agreement by officers executing and delivering the same have been duly authorized by Sellers Board of Directors, and do not and will not violate any provision of Sellers Articles of Incorporation, by laws or any contract or other agreement to which Seller is a party, or which is or purports to be binding upon Seller.

(g) With respect to the Assets, there is no litigation, arbitration or other legal proceeding pending, or to the knowledge of Sellers, threatened against Seller, and Seller are not in default with respect to any order of any court or government authority which may have been issued against Sellers.

(h) For any lien or encumbrance securing the payment of an obligation specifically assumed by Buyer hereunder, Seller has good and marketable title to all the Assets free and clear of any mortgage pledge, lien, security interest, encumbrance or any other charge or restriction.

(i) Sellers operation of the Assets has not been in violation of any existing or proposed environmental safety or health law, rule or regulation.

(j) Seller has disclosed to Buyer all material information to which Seller has notice or knowledge relating to Seller and the Assets which could reasonably be expected to have a material adverse effect on Buyer's operation of the Assets.

9. Buyer's Representations and Warranties. Buyer hereby represents and warrants that:

(k) Buyer is a corporation duly organized and validly existing under the laws of the State of Florida.

(l) The execution and delivery of this Agreement by the officers executing and delivering the same have been duly authorized by Buyer's shareholders and board of directors, and do not and will not violate any provisions of Buyer's Articles of Incorporation, By Laws, or any contract or other agreement to which Buyer is a party or which is or purports to be binding upon Buyer.

10. Conditions. The obligation of Buyer to consummate the transaction contemplated by this Agreement is, at the option of Buyer, subject to the satisfaction, at or prior to the Closing Date, of the following conditions, which, if not so satisfied, shall entitle Buyer at its option to terminate its obligations under this Agreement.

(m) All proceedings taken in connection with the transaction contemplated hereby and all instruments and documents incident thereto shall be satisfactory in form and substance to Buyer and its counsel.

(n) Buyer shall acknowledge at closing that, as of closing:

iv. The Representations and warranties of Seller in Paragraph 7 hereof are true and correct.

v. This Agreement, the sale, conveyance, assignment and transfer of the Assets to Buyer pursuant to the terms hereof, have been duly authorized by all necessary corporate action on the part of Seller, and this Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

vi. The Deeds, Bills of Sale, assignments, and other instruments of transfer delivered to Buyer pursuant to this Agreement have been duly executed and delivered and convey to Buyer good and marketable title to the assets of Seller to be sold hereunder.

vii. Seller, after reasonable inquiry, know of no litigation, proceeding or investigation pending or threatened against Seller which would materially adversely affect the Assets or operations or their right to consummate the transactions contemplated hereby, and none of the operations of Seller are in material violation of any existing federal, state or local environmental, safety or health law, regulation or rule.

11. Seller's execution of a Warranty Deed and Bill of Sale to the Assets to be identified in Exhibit "A" attached hereto shall be deemed to constitute an acknowledgment that the representations and warranties contained in this Paragraph 9(b) are true, correct, valid and enforceable as of the Closing Date.

(o) The representations and warranties of Seller made in this Agreement or any document or certificate delivered to Buyer pursuant hereto shall be true and correct on and as of the Closing Date with the force and effect as though such representations and warranties had been made on and as of the Closing Date, to such effect, certified by Seller.

(p) Seller shall have fully performed and complied with all covenants, terms and agreements to be performed and complied with by Seller on or before the Closing Date.

(q) On the Closing Date no action or proceeding against Seller before any court or governmental body shall be pending or threatened wherein an unfavorable judgment, decree or order would prevent the carrying out of this Agreement or any of the transactions or events contemplated by this Agreement or cause such transactions to be rescinded, require Seller to divest itself of any of its assets or properties of which, in the opinion of counsel for the Buyer, would make the transactions contemplated hereby imprudent.

(r) Buyer shall have received such other certificates, documents, assignments, instruments as counsel for Buyer shall reasonably request in order to consummate the transactions contemplated by this Agreement.

12. Miscellaneous.

(s) Except as otherwise provided for herein, each of the parties hereto shall pay its own expenses in connection with the transactions contemplated by this Agreement.

(t) The parties hereto agree to execute and deliver all such further instruments and take such other further action as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and the intention the parties as expressed herein. Buyer specifically, and without limitation, agrees to execute the appropriate Uniform Commercial Code form necessary to perfect Megabank=s security interest in the Assets.

(u) All representations, warranties, covenants and agreements made by Seller and Buyer in this Agreement or pursuant to this Agreement shall survive the Closing Date. Notwithstanding any investigation conducted before or after the Closing Date, a party shall be entitled to rely upon the representations and warranties of the other party as set forth in this Agreement.

(v) This instrument contains the entire Agreement between the parties hereto with respect to the transactions contemplated herein. The parties hereto expressly agree that this Instrument supersedes and rescinds any prior written agreement between them pertaining to the sale of the Assets. This Agreement may not be amended, modified or discharged orally or otherwise than in writing, executed by all the parties hereto or the respective successors or assigns.

(w) This Agreement and the transactions and other instruments provided for herein shall be governed as to their validity, interpretation and effect by the laws of the State of Florida, and may only be judicially enforced in any court of competent jurisdiction sitting in Miami Dade County, Florida. This Agreement will be binding upon the respective successors and assigns of the parties hereto.

PRINTED ON RECYCLED PAPER. HOLD TIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES. SEE BACK.

6675600859

CASHIER'S CHECK

0066756 11-24
Office AU # 121018

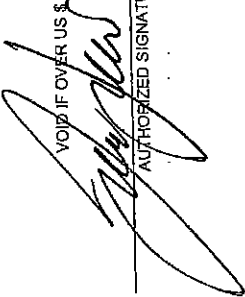
Operator I.D.: u349346 71520010

November 03, 2014

PAY TO THE ORDER OF
KASAL INTERNATIONAL
REF: PMC

Twenty-eight thousand dollars and no cents
\$28,000.00

WELLS FARGO BANK, N.A.
1395 BRICKELL AVE
MIAMI, FL 33131
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 28,000.00

AUTHORIZED SIGNATURE

Security Features Included. Details on Back.

⑆6675600859⑆ ⑆121000248⑆48661513265⑆

A QUIEN CORRESPONDA:

11/4/14

SE DEJA CONSTANCIA QUE VERONICA RAMIREZ DOMICILIADA EN 12682 SW 146TH TERR. MIAMI, FL 33186 LICENCIA DE CONDUCIR N° R56286157521- DUEÑA DE PNC 30226 VENDE Y TRANSFIERE POR LA SUMA DE 28000 DOLARES, EN FORMA DE CASHIER'S CHECK N° 6675600859 A NOMBRE DE KASA 2 INTERNATIONAL.

EL COMPRADOR MARCELO RESUCHE, LICENCIA N° R220540672560 DOMICILIADO EN 14140 SW 165TH ST MIAMI, FL. 33177 PRESIDENTE DE SYSTEM SHUTTLE MIAMI



MARCELO RESUCHE

Veronica Ramirez
VERONICA - RAMIREZ

Sworn to before me on this 11-4-14 by -
Marcelo Resuche and Veronica Ramirez.

