

RESOLUTION NO. 2023-32754

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ALLOCATING FUNDING IN THE AMOUNT NOT TO EXCEED \$29,644.35 FOR THE LINCOLN ROAD BUSINESS IMPROVEMENT DISTRICT TO FUND THE PURCHASE AND INSTALLATION OF A "LINCOLN ROAD" WELCOME SIGN AT THE 400 BLOCK ENTRANCE TO LINCOLN ROAD BETWEEN WASHINGTON AVENUE AND DREXEL AVENUE.

WHEREAS, Lincoln Road is an internationally recognized pedestrian mall located in the heart of South Beach, known for its vibrant atmosphere and diverse offerings, including shops, restaurants, galleries, and other businesses; and

WHEREAS, the Lincoln Road Business Improvement District ("LRBID") is in the process of introducing a variety of activations and physical improvements to Lincoln Road in order to elevate the experience of visitors and residents alike; and

WHEREAS, LRBID is requesting the City's assistance in funding a "Lincoln Road" welcome sign, to be placed at the 400 block entrance to Lincoln Road between Washington Avenue and Drexel Avenue, to enhance the public's experience; and

WHEREAS, the illuminated sign is capable of changing colors and is estimated to cost approximately \$29,644.35 (see attached Exhibit "A").

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and allocate funding in the amount not to exceed \$27,255 for the Lincoln Road Business Improvement District to fund the purchase and installation of a "Lincoln Road" welcome sign at the 400 block entrance to Lincoln Road between Washington Avenue and Drexel Avenue.


PASSED and ADOPTED this 13 day of September, 2023.

ATTEST:



Rafael E. Granado, City Clerk

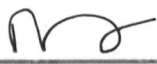
SEP 20 2023



Dan Gelber, Mayor

(sponsored by Commissioner Kristen Rosen Gonzalez)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

9-5-23

Date



PRINT PRO SHOP
660 NW 85TH STREET ROAD
MIAMI, FL 33150
P.305-859-8282
F.305-859-8292
WWW.PRINTPROSHOP.COM

Proposal

Date	Proposal #
8/23/2023	18492

Name / Address		Project Name/Number		Rep	Terms
Lincoln Road Business Improvement District, Inc. 1620 Drexel Avenue, Suite 100 Miami Beach, FL 33139		LINCOLN RD		HA	50 / 50

Item	Description	Qty	Rate	Total
SIGNAGE	LINCOLN RD LETTERS ILLUMINATED OPTION: FABRICATE AND INSTALL ONE SET OF ILLUMINATED DIMENSIONAL LETTERS, AS PER DESIGN.	1	27,255.00	27,255.00T
ENGINEERINGG...	ENGINEERING FOR PRODUCTION FOR GROUND SIGN		450.00	450.00T
	NOTE: POWER AND TIMER TO SIGN IS BY OTHERS. PRICE DOES NOT INCLUDE SPECIAL LANE CLOSURE OR PARKING PERMITS BUT CAN BE ADDED IF DEEMED NECESSARY			

Contract Agreement				
--------------------	--	--	--	--

In addition to the terms of this Invoice and Acceptance Agreement, if the sign and its related equipment shall be affixed to a physical structure or a building, the same will not be construed that the sign and its related equipment to be a fixture and part of realty to which is attached, it being the intention of the parties hereto that the sign and its related equipment shall remain personal property of Print Pro until it is paid in full. The Purchaser agrees to purchase the sign and related equipment in pursuance of the terms hereof and to make the timely full payment as above specified. It is agreed that the title and right of possession to the sign and related equipment and all property used in connection thereto, shall remain the sole property of the Company until paid in full as herein provided.

In the event of any default in payment by the Purchaser when payment is due, or in the event of any other default by the Purchaser in the performance of any provision of this Agreement, the entire unpaid balance under this Agreement shall at once become due and payable, and at the Company's option the Company shall have the immediate right of entry and to remove the sign and its related equipment without being responsible for any trespass, or responsible for any liability for any alleged physical or monetary damages sustained whatsoever, and Company will retain all payments made by the Purchaser as partial compensation for the costs of manufacture and use of the sign.

Purchaser on default, will additionally be responsible for any and all fees, costs and storage charges associated with the removal of the sign and its related equipment, and additionally Purchaser will also be responsible for reinstallation costs and fees, if applicable. Upon the default, the Purchaser will be liable for unpaid balance, interest at the highest permissible under Florida law, together with all costs and expenses incurred by the Company, and all costs or expense incurred in collection of this unpaid balance or any part thereof by suit or otherwise, including reasonable attorney's fees, if placed in the hands of an attorney for collection, for trial and/or appeal.

The Company agrees to have the above described sign and equipment ready for delivery or installation within the period stated (if stated above) from date of permit providing all necessary permits and approvals required from proper governing authorities are delivered by the Purchaser to the Company, within a reasonable amount of time. In the event that the premises are not in condition to receive the equipment on the above specified delivery date, or in the event that no delivery date shall be specified in this agreement, the company shall not be held responsible for placing such equipment in position on said Premises on other than straight time basis, and the Purchaser shall be required to give seven (7) days notice in writing to the company, stating therein the exact date on which the premises will be in condition to receive the equipment. Unless provided for herein, all primary electrical circuits and time clock will be supplied by the Purchaser along with a primary electrical circuit placed within Eight (8) feet of sign location.

The Purchaser, if a lessee agrees that he has full rights to have signs placed on the Premises, and will obtain whatever written authorization is or may be necessary from his Landlord authorizing the placement of the sign and equipment. If after the final inspection by the permitting authorities of the installation location the inspection is denied, for reasons that are not the direct responsibility of the Company, the Purchaser will be responsible for all costs and fees incurred in relation to resolving the issue so that a permit is issued.

The company shall not be responsible and liable for any failure in the performance of its obligation if this Agreement at any time, cannot be complied with, totally or partially, as a consequence of any unexpected accident or case of force majeure or any other reason whatsoever beyond the control of the Company, including, although this does not constitute a limitation in any way, the following cases: catastrophes, fire, floods, earthquakes, wear and tear or breakage, windstorms, hurricanes, Purchaser's or its agents or employees negligence, lockout, non-availability or delay in transports of supplies, governmental restrictions, commercial attachments, prohibitions to trade, war or other analogous causes or events.

The foregoing terms covers the entire Agreement between the parties hereto, and no statement, remark, agreement, or understanding, verbal or written not contained herein, will not be a part of this Agreement of the Parties. In consideration of the Company providing the services as reflected in this Agreement, the Purchaser agrees to indemnify and hold harmless the Company, its Agents, Employees, Attorneys and all other representatives, upon demand, of and from any and all claims, collection efforts, liens placed, demands, causes of action and all expenses and costs incurred and related thereto, and any other expenses incurred by the Company, its Agents, Employees and Attorneys and all other representatives, as a result of any claims, penalties, assessments or causes of action made against the Company, its Agents, Employees and Attorneys and all other representatives, by the Purchaser's Landlord, any individual or governmental agency as a result of the services provided to the Purchaser in this Agreement.

The remaining balance under this Agreement is due upon the installation of the sign, and not upon final inspection. Permits are obtained under Print Pro contractors license and the permits will be closed within the time allotted by the municipality, and is not a basis for Purchaser's nonpayment.

Payment is due within 7 days of final invoice given to the Purchaser by Email, Text, or hand delivery.

Approved By: _____ Date: _____	Subtotal	\$27,705.00
	Sales Tax (7.0%)	\$1,939.35
	Total	\$29,644.35

PROPOSAL WILL EXPIRE AFTER A 30 DAY PERIOD

Exhibit "A"

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Rafael A. Paz, City Attorney
DATE: September 13, 2023

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ALLOCATING FUNDING IN THE AMOUNT NOT TO EXCEED \$29,644.35 FOR THE LINCOLN ROAD BUSINESS IMPROVEMENT DISTRICT TO FUND THE PURCHASE AND INSTALLATION OF A "LINCOLN ROAD" WELCOME SIGN AT THE 400 BLOCK ENTRANCE TO LINCOLN ROAD BETWEEN WASHINGTON AVENUE AND DREXEL AVENUE.

ANALYSIS

The attached Resolution was prepared at the request of the sponsor, Commissioner Kristen Rosen Gonzalez.

SUPPORTING SURVEY DATA

N/A

FINANCIAL INFORMATION

The fiscal impact of this measure shall not exceed \$29,644.35.

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Legislative Tracking

Office of the City Attorney

Sponsor

Commissioner Kristen Rosen Gonzalez

ATTACHMENTS:

Description

▯ Resolution