

BUS BENCH AND BUS SHELTER ADVERTISING AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on DECEMBER 31, 2012, between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and InSite Martin Outdoor, LLC, a Delaware limited liability company registered to do business in Florida ("Martin") with an address of 150 NW 70th Avenue, Suite 3, Plantation, Florida 33317.

WITNESS

The City has control of space for approximately thirty-five (35) bus benches and eight (8) bus shelters in various locations within its municipal boundaries (located outside of the Dania Beach Community Redevelopment Agency boundaries) for the convenience of its citizens.

The placement of bus benches and bus shelters within the City is a public service which fulfills a collateral public transportation need.

The maintenance of the City's bus benches and bus shelters contemplated by Martin involve a substantial investment by Martin over a period of years.

The City Commission of the City has determined that it is in the best interest of the City and its citizens to allow Martin to place bus benches and bus shelters within the City limits of the City and outside of the Community Redevelopment Agency's boundaries ("CRA Area"), in exchange for Martin's installation and maintenance of approximately thirty-five (35) bus benches and eight (8) bus shelters that are the subject of this Agreement. Martin will pay to the City, in advance, on the first day of each month, a fee in the amount of Twenty Dollars (\$20.00) per bench, per month for its installation of the bus benches, and a fee equal to Ten percent (10%) of collected advertising revenue from the prior month (not including reimbursement for production and installation) of the bus shelters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency and adequacy of which are acknowledged by the parties to the Agreement, the parties agree as follows:

1. Martin will furnish bus benches and shelters which will be constructed and maintained as referred to in the Scope of Services in attached Exhibit "One", which is made a part of and incorporated into this Agreement by this reference. Martin will also remove its bus benches that are located within the CRA Area, after written notice to do so is sent to Martin by City.

2. The City grants to Martin the right to display appropriate advertising and to install and maintain bus benches and bus shelters with advertising within the City, but outside of the CRA Area, for the use of the public, at locations approved by the City. A copy of the map referencing the CRA boundaries is attached as Exhibit "Two", which is made a part of and incorporated into this Agreement by this reference.

3. The style of the bus benches and bus shelters have been selected and approved by the City. Any and all costs associated with style and color of the bus benches and bus shelters shall be borne solely by Martin, and the City shall have no liability for such incurred costs. Martin shall not be permitted to erect, place or install any additional bus benches or bus shelters in the City without the prior written approval from the City.

4. At all times, Martin shall maintain the bus benches and bus shelters in a safe condition and shall make periodic inspections to ascertain that all benches and shelters are safe and in good condition. Martin shall maintain each bus bench and bus shelter in a good state of repair and appearance, and shall keep a ten foot (10') area surrounding each bench and bus shelter free of debris, high grass, weeds and rubbish. Martin shall also be responsible for maintaining associated trash receptacles in good condition throughout the life of this Agreement and any extension periods of it.

5. Martin shall be solely responsible for the installation and maintenance of the bus benches and bus shelters in good repair and condition at no cost to the City.

6. The term of this Agreement is for two (2) years, with an option to renew for two (2) additional two (2) year periods, which may be granted at the sole option of the City Commission. At the end of the initial or extended terms of the Agreement, the parties shall be released from the terms of the Agreement, unless a renewal option is granted in writing prior to the end of the Agreement period by the City. In the event that the Agreement is not renewed, Martin shall have a period of ninety (90) days to remove all bus benches and bus shelters to which it has title. In no event shall advertising be sold for placement upon the bus benches and bus shelters beyond any term authorized in this Agreement.

7. The City shall in no way be liable to Martin for any monies or compensation for the use of such benches or shelters at any location within the City, and the sole compensation to be derived by Martin, is that which may be derived from such advertising as will appear on such benches or shelters. Further, Martin shall in no way be liable to the City for any rentals, monies,

profits or returns derived from any of the bus bench advertising, nor shall Martin be made to account for any of the monies or other income that may be derived by Martin from such bus bench or bus shelter advertising. Additionally, Martin agrees to indemnify and hold the City harmless from any and all claims, including attorney fees and costs which might be made against Martin, the City, or both by any person, firm or corporation entering into any Agreement with Martin for advertising on such benches and shelters, as such indemnification is further described in this Agreement.

8. Martin agrees that the Florida Department of Transportation "Comfort and Convenience Benches-Uniform Guideline", as amended from time to time, shall be implemented as a part of this Agreement. A copy of the current "Comfort and Convenience Benches-Uniform Guideline" is attached as Exhibit "Three", which is made a part of and incorporated into this Agreement by this reference. If, however, any portion of that document conflicts with the provisions in this Agreement, the provisions of this Agreement shall prevail.

9. Martin shall not commence work under this Agreement until it has obtained all insurance required by the City, as specified below and the coverages and insurance have been approved by the Risk Manager of the City. In addition, Martin shall be responsible for any policy deductibles and self-insured retentions.

9.1 Martin shall file Certificates of Insurance with the City, reflecting evidence of the coverages. They shall be filed with the City's Risk Manager within ten (10) days of the date this Agreement is fully executed. The Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the City. Policies for coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than "A" in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide.

9.2 Coverages shall be in force during any and all terms of this Agreement. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Martin shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of this Agreement and any extension of it is in effect. MARTIN SHALL NOT PERFORM OR CONTINUE TO WORK PURSUANT TO THIS AGREEMENT UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT.

10. Martin shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including General Liability insurance, Workers' Compensation insurance and Comprehensive general liability insurance as stated below:

10.1. General Liability Insurance to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability with limits of not less than one million dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate. City shall be named as an "additional insured" under this policy, and Martin shall provide a Certificate of Insurance evidencing coverage and named insured status on the policy to the City.

10.2. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of Martin and its employees.

Employer's Liability. Minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.

10.3. Comprehensive General Liability insurance, including contractual, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The City shall be named as an "additional insured" under this policy, and Martin shall provide a Certificate of Insurance evidencing coverage and named insured status on the policy to the City.

10.4 Automobile Liability with minimum limit of Five Hundred Thousand Dollars (\$500,000.00) combined single limit.

10.5 If Martin hires a subcontractor for any portion of any work, then such subcontractor shall provide General Liability Insurance with minimum limits of liability of One Million Dollars (\$1,000,000.00).

10.6 Martin shall provide the Risk Manager of the City Certificates of Insurance for coverages and policies required by this Agreement. All certificates shall state that the City shall be given thirty (30) days' advance notice prior to expiration or cancellation of any policy. Such policies and coverages shall not be affected by any other policy of insurance which the City may carry in its own name. All Certificates of Insurance must clearly identify the Agreement to which they pertain, including a brief description of the subject matter of the Agreement.

11. In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee Martin will have to pay the City before or during the Work, items or services to be provided or the percentage method or unit method of all licenses, permits and fees required by the City and payable to the City by virtue of the Work, items or services as part of this Agreement are as follows:

11.1. Martin shall have and maintain during the term of this Agreement any and all appropriate City licenses, permits, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, PERMITS, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).

11.2 During the performance of this Agreement, there may be times when Martin will be required to obtain a City permit for such Work, or in connection with the items or services. It is the responsibility of Martin to insure that it has the appropriate City permits as may become necessary during the performance of this Agreement. Any fees related to the City required permits in connection with this Agreement will be the responsibility of Martin.

11.3 Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.

12. Martin shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of Martin, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable in the performance of the work;
- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Martin in the performance of the work;
- (c) liens, claims, actions made by Martin or other party performing the work;
- (d) claims of whatsoever nature related to collection practices or related to an attempt to collect monies due or claimed to be due to the City.

13. Martin shall remove and replace any bench or shelter for the purpose of repairing, renovating or replacing same after written notice from City. Martin shall remove, repair, renovate or replace the benches or shelters within a reasonable period of time not to exceed seventy-two (72) hours from the date of the notice. Any such removal, repair, renovation or replacement shall be at the sole expense of Martin. In the event the bench or shelter is not removed, repaired, renovated or replaced within such time, it shall be deemed abandoned and City shall have legal title and right to treat the bench or shelter in any manner it deems necessary, including but not limited to its removal, repair, renovation or replacement at Martin's expense. Although the City has the right to request a removal, the total number of authorized benches shall remain, as provided above.

14. City shall have the right to request removal or relocation of a bench or shelter if the continued maintenance of the item at the location concerned will obstruct traffic or create a hazard to public safety, welfare, convenience, or if the abutting property owner or tenant on the adjacent property can justify an objection in writing directed to City concerning the continued maintenance of the bus bench or shelter at that location.

15. Martin agrees to remove language, any design or advertising that the City in its sole and exclusive discretion, deems to be immoral, obscene, lascivious or unacceptable. It is further agreed that if the City and Martin disagree as to whether the objectionable language, design or advertising is immoral, obscene, lascivious or unacceptable, the judgment of the City

shall prevail, and Martin must abide by the City's demand for removal. In addition, Martin shall be prohibited from placing any advertising with respect to local political campaigns, whether the campaigns involve issues or offices, on any bus benches and/or bus shelters.

16. Martin agrees to remove any graffiti that may be placed on any bus benches and bus shelters within five (5) days of notification from the City.

17. There shall be no advertisement or sign on any bus bench or bus shelter that displays the words, "Stop", "Look", "Danger", or any other word, phrase, symbol or character that may interfere with, mislead, or distract pedestrians or vehicular traffic.

18. Any and all violations of this Agreement shall be brought to the attention of the parties to it by the party which charges such violations, and a notice in writing shall be directed to the one charged with the violation to cease such violation within ten (10) days from the receipt of the written notice. In the event this Agreement is cancelled because of a violation by Martin, Martin agrees to indemnify the City for any damages suffered by City as a result of it.

19. Neither party shall attempt to terminate or cancel this Agreement, whether by court action or otherwise, without having provided the other party with sixty (60) days' written notice of any alleged violation of it, together with a demand that such violation be cured within an allotted time as deemed reasonable by the City, taking into account the nature of the violation, except for matters addressed in paragraphs 21.1 and 21.2 below.

20. Notwithstanding anything contained in this Agreement, the City shall have the unilateral right to cancel and terminate this Agreement within ten (10) days of the City being advised that Martin has become insolvent by being unable to pay its debts when they become due and payable, by having the amount of its liabilities exceed the amount of its assets, if Martin commits an act of bankruptcy, makes a general assignment for the benefit of creditors, if there is filed by or against Martin a voluntary or involuntary petition in bankruptcy for the appointment of a receiver, or if Martin commences, under any law, an action related to bankruptcy, insolvency, reorganization or relief from debtors.

21. It is understood and agreed upon by and between the parties that the City may terminate or cancel this Agreement without penalty immediately upon reasonable notice to Martin and a reasonable opportunity to cure (which shall in no event be less than thirty (30) days) in the event Martin materially disregards the terms or conditions of this Agreement, or does not resolve complaints within thirty (30) days of receipt of notice of such complaint by

Martin. In the event of a termination under this Section 21, any money paid to City in advance shall be retained by City, and City shall incur no liability whatsoever to those who use Martin's services.

22. This Agreement shall not be assignable by Martin without the express written consent of the City. For the purpose of this paragraph, any sale or transfer of 51% of the shares or assets of Martin, whether voluntarily or by operation of law, shall be deemed an assignment.

23. In the event of a default, the defaulting party is responsible for all costs and expenses including, but not limited to reasonable attorney fees, including appellate fees, suffered by the non-defaulting party in conjunction with such action.

24. At the conclusion of the initial term of this Agreement (or at the conclusion of any extensions of it that may be agreed upon by the parties in writing), City shall have the sole and exclusive right to require Martin to remove all of the previously installed bus benches, bus shelters, or both from within the City.

25. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by United States mail, certified, return receipt requested, addressed to the party for whom it is intended. The places for giving of the notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, Martin and the City designate the following as the respective persons and places for giving of the notice:

As to City: Robert Baldwin
City Manager
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

As to City: Thomas J. Ansbro, Esquire
City Attorney
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

As to Martin: InSite Martin Outdoor, LLC
Attn: Scott Martin
150 NW 70th Avenue, Suite 3
Plantation, Florida 33317

26. The City and Martin respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement.

27. Duties and obligations imposed by the Request for Proposal and Martin's Response to it and the rights and remedies available under them, shall be in addition to, and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, or under this Agreement.

28. No action or failure to act by Martin shall constitute a waiver of a right or duty afforded it under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach under it, except as may be specifically agreed to in writing.

29. All claims, counterclaims, disputes and other matters in question between City and Martin arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required under it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute(s), the parties shall resort to such mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a state court of competent jurisdiction located in Broward County, Florida, the Federal District Court of the Southern District of Florida or appropriate appellate courts for such venue and jurisdiction. The law of the State of Florida shall govern this Agreement and it is not subject to arbitration. In any litigation, the parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material term of this Agreement.

30. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

31. The City's Request for Proposal for bus benches and bus shelters and Martin's Response to it and any and all exhibits referred to in this Agreement form an essential part of this Agreement. All documents, if not physically attached, are treated as part of this Agreement and are incorporated into it by this reference. If there is any inconsistency between those documents and the terms of this Agreement, the terms of this Agreement shall prevail.

32. If any provision of this Agreement or application of it shall to any extent be held invalid or unenforceable, by any person or situation, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, and shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

33. This Agreement represents the entire and integrated Agreement between the City and Martin and supersedes all prior negotiations, representations or agreements, either written or oral.

34. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.


35. In the event there is a conflict between any of the terms in any of the Proposal documents, in any and all Exhibits and any terms of this Agreement, the terms of this Agreement shall prevail.


IN WITNESS OF THE FOREGOING, the parties have set their hands and seals effective the day and year first written above.

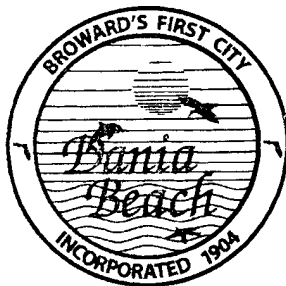
CITY:

ATTEST:

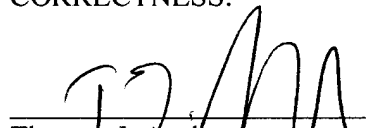
**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**


Louise Stilson, CMC
City Clerk


Robert Baldwin
City Manager



APPROVED AS TO FORM AND
CORRECTNESS:


Thomas J. Ansbro
City Attorney

CONTRACTOR:

WITNESSES:

INSITE MARTIN OUTDOOR, LLC
a Delaware Limited Liability Company

Barbara Flutie

Signature

Barbara Flutie

PRINT Name

Sharon Darvall

Signature

Sharon Darvall

PRINT Name

[Signature]

Signature

Scott Martin, pres

PRINT Name/Title

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me on DEC 19, 2012,
SCOTT MARTIN, as PRESIDENT of InSite Martin Outdoor, LLC, a
Delaware Limited Liability Company, on behalf of the company. He/she is personally known to
me or has produced _____ as identification and did (did not) take an oath.



[Signature]

Notary Public

TRACY A. MOULTON

PRINT Name of Notary Public

My Commission Expires: 6-7-16

EXHIBIT "ONE"

I. SCOPE OF SERVICES

1. The Vendor, at no cost to the City, shall provide all required permits, labor, materials, equipment and services necessary for providing, installing, repairing and maintaining bus benches, bus shelters or both. Benches and shelters will be placed on public property or within the public right-of-way at locations approved by the City. Benches and shelters shall be constructed in full accordance with the latest edition of the Florida Building Code.
2. The City shall award a Contract for installation, repair and maintenance of bus benches, bus shelters or both.
3. The Vendor shall furnish and maintain public bus benches, bus shelters or both, at no cost to the City and will place such benches and shelters at locations approved in writing by the City and they shall be placed to achieve the maximum ridership and pedestrian safety and convenience.
4. All benches and shelters shall be constructed of first class materials. Vendor shall, at Vendor's expense, maintain all such benches and shelters in "like new" condition during the entire term of the Contract and the City shall have the right to inspect such benches and shelters periodically to determine their condition. Vendor shall replace or recondition to the satisfaction of the City any benches or shelters that the City determines are no longer in "like new" condition.
5. The Vendor shall be authorized to provide, install and maintain, at its sole cost and expense, high quality, expertly designed commercial advertising displays to be placed upon bus benches and shelters approved and designated by the City; however, advertising of liquor, tobacco or tobacco products, political matter, adult book stores, adult theaters, adult escort services and pornographic or obscene matters and any other subject deemed objectionable by City is prohibited. The determination of objectionable, obscene or pornographic advertising shall be the right of the City and its decision on these matters shall be final.
6. Any bus bench or bus shelter deemed to endanger life or property by the City Engineer and Chief Building Official shall be removed within one (1) day after notification is given by City to Vendor.
7. All bus benches and bus shelters shall be placed in accordance with the provisions of the Florida Administrative Code, Chapters 14-2- as amended and Florida Statutes, Section 337.407 and 337.408 as amended. In addition, the location of bus benches and bus shelters shall be subject to approval of the appropriate governmental agencies, including the City, Broward County Mass Transit Division, and the Florida Department of Transportation.

8. All bus benches and bus shelters shall meet the accessibility criteria for persons with disabilities as set out in federal, state and local law and regulations including but not limited to, Florida Statute Section 337.408 and 553.503, as amended. Vendor shall install accessible concrete sidewalk pathways from the roadway edge of pavement to the bus benches and bus shelters and from behind or beside the benches or shelters to an existing sidewalk abutting a right-of-way. All bus shelters shall contain a seating bench. All benches of any kind must provide raised dividers to discourage sleeping on any bench. The size of benches shall be approved in writing by the City. The Vendor shall be responsible for applying for and obtaining all necessary building permits and paying all fees for the bus benches and bus shelter structures. The Company, its qualifier or both, shall be responsible for requesting and passing all necessary inspections.

II. SPECIFICATIONS

The City requires that the Vendor ensure that the bus benches and shelters meet or exceed the technical specifications described below.

GENERAL

1. NO electrical power is to be provided to a bus shelter in any form. Power from a self-contained system such as solar panels is permitted.
2. Vendor shall be familiar with applicable planning, engineering, public works and electrical codes and comply with such codes at all times.
3. All liability related to operation, construction, installation and repair of transit shelters shall be the sole responsibility of the Vendor.
4. Shelters shall be illuminated at night from dusk until dawn, but shall not be illuminated in such a way as to be hazardous to passing vehicle operators.
5. Vendor shall obtain an annual premises permit for shelter repair and maintenance from the City's building department.
6. All shelters shall be identified by a separate number to be installed on the bench or shelter in an area mutually agreeable to the parties.
7. Shelters must be able to withstand the high winds and storms common to South Florida by meeting or exceeding the latest edition of the Florida Building Code.
8. Figures 1 through 4 depict the general characteristics of what the City envisions to be acceptable bus bench and bus shelter designs.

III. DESIGN QUALITIES

1. Benches (See attached Figure 1-Bus Bench)

a. All benches shall have ventilated seating for the comfort of bus patrons and shall be constructed of top grade materials. Advertising benches shall have an integral back design with nominal dimensions of six (6) feet wide by two (2) feet deep. Shelter seating shall not have an integral back design and have nominal dimensions to fit the shelter design.

b. Benches shall be constructed of galvanized steel or other rust resistant material with durable, abrasion resistant, electrostatic paint surface coating.

c. Stainless steel connections shall be provided when securing to the concrete pad, and utilize cover plates. Hardware shall be tamper resistant.

d. Seating shall accommodate a minimum of three (3) persons.

e. All bus benches and all shelters shall contain a seating bench with dividers to discourage sleeping on such benches.

f. Benches shall have a trash receptacle of appropriate size containing the same characteristics as the bench design

2. Bus Shelters -

(See attached Figure 2 - Bus Shelter; Figure 3 - City of Dania Beach Transit Shelter Program; and Figures 4-S2.01 and S2.02 - BCT Custom Pre-Fabricated Shelter-General Notes & Details Foundation Details)

a. Overall appearance – conformity with scale and character of surrounding neighborhoods and environment. Shelter designs shall reflect a quality image for the City and compliment the architectural character of each neighborhood. Proposal shall define proposed architectural details and designs.

b. Detailing – roofline design, facial, framing and placement of ad panel.

c. Stainless steel connections shall be provided when securing to concrete pad, and utilize cover plates. Hardware shall be tamper resistant.

d. Integration of amenities into shelter design – seating placement, comfort, and transit information. Shelters must be designed to meet the current edition of the Florida Accessibility Code, the Florida Building Code, and the American with Disabilities Act Accessibility Guidelines (ADAAG); whichever is more stringent, as well as applicable state, county and municipal Codes, whichever is more stringent.

e. Shall have permanent wheelchair access which allows thirty (30) inch minimum clearance on the side or back of the shelter, and shall not obstruct wheelchair user boarding or alighting from an accessible vehicle. Placement of shelter and seating shall not interfere with the use of existing sidewalks.

f. Shall have a seating that accommodates a minimum of three (3) people.

g. Shall have a trash receptacle of appropriate size containing the same characteristics and quality as the shelter design.

h. Lighting/Appearance at Night: See-through visibility and patron safety.

i. Shall offer see-through visibility from at least three (3) directions.

j. Shall be illuminated at night from dusk until dawn by solar-powered means.

k. Shall not be so illuminated as to be hazardous to passing vehicle operators.

l. Photometric plans of proposed shelter lighting indicating the design luminance should be provided with the submittal. The minimum maintained lighting level within the shelter shall be suitable for night time activities.

m. Protection from wind and rain.

IV. ADVERTISING PANEL

1. Benches

a. The advertising display shall be displayed on the front side of the seatback integral to each installation.

b. The advertising display shall be no greater than six (6) feet wide by two (2) feet deep.

2. **Bus Shelter**

- a. Advertising is permissible only on the panel or kiosk panels of the shelter furthest from approaching traffic.
- b. The shelter shall be equipped to incorporate a standard size advertising panel with maximum dimensions of four (4) feet by six (6) feet height.
- c. The advertising panel shall be internally illuminated.

V. PLACEMENT

1. **Benches**

- a. All benches shall be installed parallel with the adjacent roadway and secured to the ground.
- b. A minimum of a six (6) foot setback from the adjacent roadway or edge of driveway shall be maintained. In curbed roads, a minimum of thirty six (36) inches setback from the back of curb shall be maintained.
- c. A minimum of three (3) foot sidewalk clearance shall be maintained.
- d. Benches shall not be located within twenty five (25) feet of the right of way intersection corner, fire hydrant, fire or police call box or any other emergency facility.
- e. No bench shall be placed in the median of a divided roadway.
- f. Only one (1) bench per bus stop will be allowed unless otherwise directed by the City.

2. **Shelters**

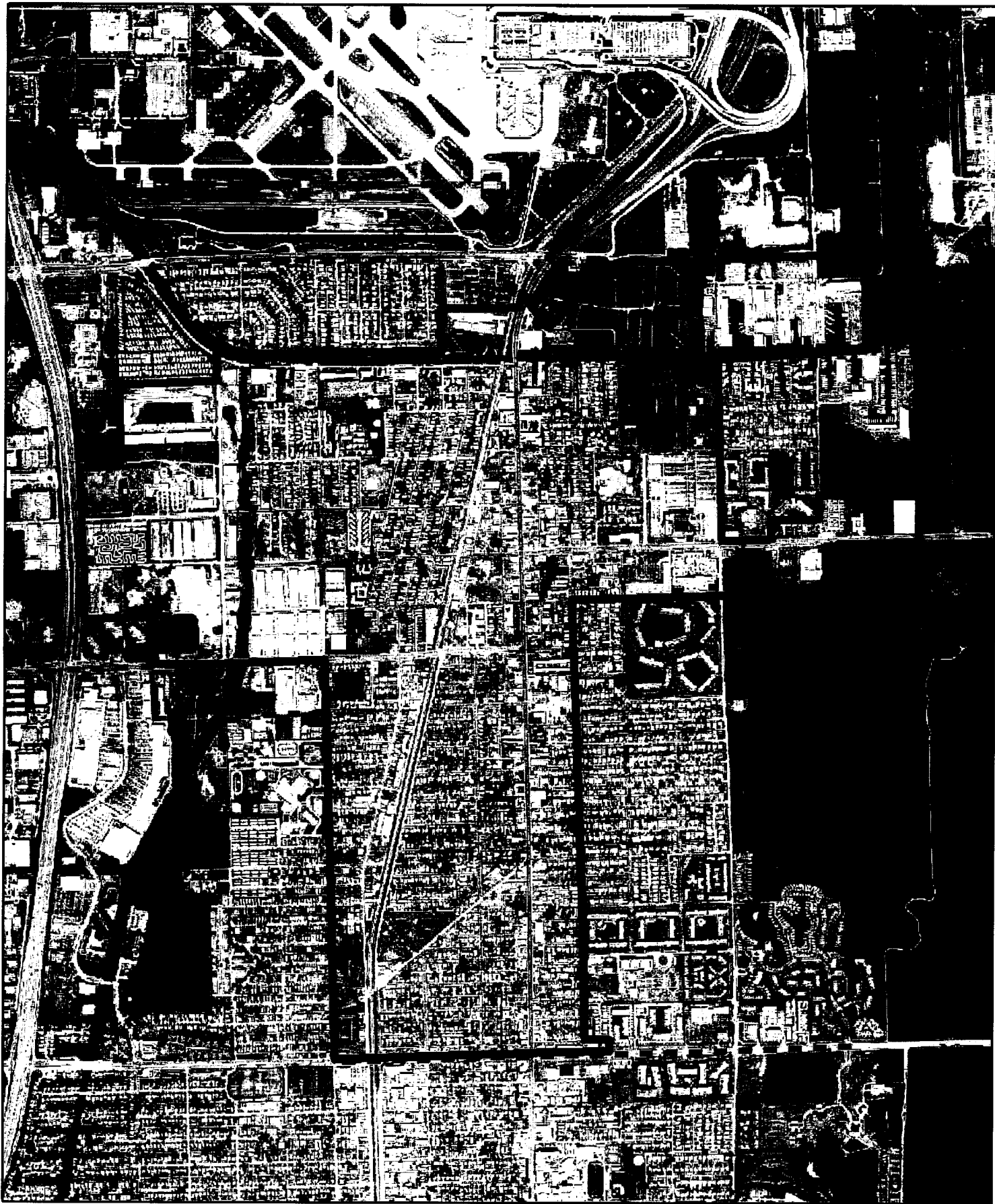
- a. All shelters shall be installed parallel with the adjacent roadway and secured to the ground.
- b. A minimum of a four (4) foot setback from the back of the adjacent curbed roadway or edge of driveway shall be maintained, with the exception that a minimum of thirty (30) inches from the face of the curb to the roof edge of the shelter overhang shall be maintained.
- c. A minimum of four (4) foot sidewalk clearance shall be maintained.

d. Shelters shall not be located within twenty-five (25) feet of the right of way intersection corner, fire hydrant, fire or police call box or any other emergency facility.

e. All shelters shall be installed parallel to the adjacent roadway.

f. No shelter shall be placed in the median of a divided roadway.

CITY OF DANIA BEACH CRA BOUNDARY



Legend

Exhibit "Two"

--- CITY OF DANIA BEACH  DANIA BEACH CRA BOUNDARY