

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners

**DATE:** June 23, 2014

**FROM:** Jeffrey P. Sheffel, City Attorney

**SUBJECT:** Proposed Right of Way Occupancy License with Shmuel Mishele ("Owner") for the use of an alley right-of-way adjacent to properties located at 5933 Wiley Street and 5960 Plunkett Street for secured private parking

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I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Public Works/City Engineer
- 2) Type of Agreement – Right of Way Occupancy License
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
  - a) initial – n/a
  - b) renewals (if any) – n/a
  - c) who exercises option to renew – n/a
- 5) Contract Amount –n/a
- 6) Termination rights – In the event that Owner fails to keep the structures in good and safe condition, City may after 30 days written notice remove the encroachment and Owner shall be liable for costs;
- 7) Indemnity/Insurance Requirements – Yes, as to indemnity.
- 8) Scope of Services – City will allow Owner to utilize the existing alley right-of-way traversing adjacent to 5933 Wiley Street and 5960 Plunkett Street to provide access to the proposed secured parking lot with access limited to and from Plunkett Street. The use of the right-of-way will provide excess parking to serve the Owner's adjacent auto shop business.
- 9) Other significant provisions – The Owner is required to installed and maintain ornamental metal fencing, landscaping and irrigation as more specifically shown in Exhibit 1.

cc: Cathy Swanson-Rivenbark, City Manager