

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Shirley Taylor-Prakelt, Director
Housing & Community Development, 797-1199

SUBJECT: Resolution

COUNCIL DISTRICT: #1 - Councilmember Tom Truex

TITLE OF AGENDA ITEM: A Resolution of the Town of Davie, authorizing the execution of a long-term, nominal, Lease Agreement with the Boys and Girls Club of Broward for Driftwood Estates Park; and, authorizing an effective date.

REPORT IN BRIEF: On February 7, 2001, the Davie Town Council adopted Resolution 2001-037 approving the "Harmony Village Community Redevelopment/ Revitalization Plan". This Plan is a holistic approach to neighborhood revitalization which contains both residential and non-residential components. One of the central elements of the Plan is the construction a new facility to house the Boys & Girls Club, which is currently located within "Ehlinger Apartments" (Public Housing Project). Due to space constraints, there are limited outdoor recreational facilities and activities; and, although the Boys & Girls Club is just down the street from Driftwood Park, due to budget constraints, the Town has no supervised after-school or evening activities to keep these at-risk youth off of the streets.

The "Harmony Village Plan" calls for the Town to lease Driftwood Estates Park to the Boys and Girls Club to provide a full range of services to approximately 1,000 at-risk minority or disadvantaged youth, compared to the 300 children currently served at the Ehlinger facility. This new facility will be located in a more centralized area that is accessible and inviting to a multi-cultural neighborhood.

The facility will be open five days a week with special weekend programming e.g. family/ community activities and special events. Additional space will be developed to provide educational opportunities for adults and children including computer and InterNet skills, job readiness and career skills building opportunities, as well as space for health care providers and Family Success Center staff.

On December 4, 2001, the Town Council adopted Resolution 2001-335 accepting a \$500,000 Challenge Grant from Broward County to match Community Development Block Grant

(CDBG) funds to construct a new 8,000 sq. ft. facility on the southeast corner of Driftwood Estates Park. Funds are now available for construction; and, the process of selecting the architectural firm to design the building is in process.

PREVIOUS ACTIONS: Resolutions 2001-037 and 2001-335

CONCURRENCES: None

FISCAL IMPACT: None

RECOMMENDATION(S): To adopt the Resolution

Attachment(s): Resolution , Lease Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, AUTHORIZING THE EXECUTION OF A LONG-TERM, NOMINAL, LEASE AGREEMENT WITH THE BOYS AND GIRLS CLUB OF BROWARD FOR DRIFTWOOD ESTATES PARK; AND, AUTHORIZING AN EFFECTIVE DATE.

WHEREAS, On February 7, 2001, the Davie Town Council unanimously adopted Resolution 2001-037 approving the "Harmony Village Community Redevelopment/ Revitalization" Plan, for the Driftwood CDBG Target Area, which is a holistic approach to neighborhood revitalization that contains both residential and non-residential components; and,

WHEREAS, one of the central elements of this Plan is the construction a new facility to house the Boys & Girls Club, which is currently located within "Ehlinger Apartments" (Public Housing Project); and,

WHEREAS, the "Harmony Village Plan" calls for the Town to lease Driftwood Estates Park to the Boys and Girls Club to provide a full range of services to approximately 1,000 at-risk minority or disadvantaged youth, compared to the 300 children currently served at the Ehlinger facility.

WHEREAS, this new facility will be located in a more centralized area that is accessible and inviting to a multi-cultural neighborhood; and,

WHEREAS, on December 4, 2001, the Town Council adopted Resolution 2001-335 accepting a \$500,000 Challenge Grant from Broward County to match the Town's Community Development Block Grant (CDBG) funds to construct a new 8,000+ sq. ft. facility on the southeast corner of Driftwood Estates Park.

WHEREAS, the funds are now available for construction, and the process of selecting the architectural firm to design the building is in process; therefore, it is timely to lease Driftwood Estates Park to the Boys and Girls Club of Broward.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Mayor or Town Administrator are hereby authorized to execute the attached Lease Agreement with the Boys and Girls Club of Broward for the purpose of providing expanded services to at-risk youth at a newly constructed facility on the southeast corner of Driftwood Estates Park.

SECTION 2. This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

**TOWN OF DAVIE
LEASE AGREEMENT
BOYS AND GIRLS CLUB OF BROWARD COUNTY, INC.
DRIFTWOOD ESTATES PARK**

THIS LEASE AGREEMENT, made and entered into as of this __day of _____, 2002, by and between the Town of Davie, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "Town" and the Boys Club of Broward County, Inc., d/b/a the Boys and Girls Club of Broward County, organized as a not-for-profit corporation under the laws of the State of Florida, hereinafter referred to as the "Provider".

WITNESSETH:

WHEREAS, the Town of Davie's Consolidated Plan for Federal Funds adopted in July 1997 set forth Neighborhood Revitalization Plans for three Community Development Block Grant (CDBG) Target Areas; and

WHEREAS, the Driftwood Target Area was identified as an area containing a significant number of lower-income families with children, and a high number of at-risk youth; and

WHEREAS, the Neighborhood Revitalization Plan for the Driftwood Target Area, sets forth a holistic approach to neighborhood revitalization encompassing infrastructure improvements, housing, educational opportunities, health care and other social services, and the expansion of recreational facilities for at-risk youth; and

WHEREAS, in accordance with the "Harmony Village Community Redevelopment/Revitalization Plan" adopted in February 2001, a new 8,000+ sq. ft. facility will be constructed on the southeast corner of Driftwood Estates Park, which will provide expanded educational and recreational opportunities for at-risk youth in the Driftwood area, in a more centralized and culturally diverse neighborhood; and

WHEREAS, the funds for the construction of this new facility are in place through the Town's Community Development Block Grant (CDBG) and Broward County's Safe Parks and Land Preservation Challenge Grant Program; and

WHEREAS, the Town of Davie shall make Driftwood Estates Park available to the Boys and Girls Club of Broward to operate this facility and provide programs to enhance the level of services to at-risk youth in the Driftwood area; and

WHEREAS, the Town and Provider believe that such an arrangement in the form of this Lease Agreement will be of mutual benefit to all parties and will fulfill a great need in the Town to serve at-risk youth, and that cooperation between the parties hereto will result in great public benefit to the citizens of the Town and will serve a valid public purpose;

NOW THEREFORE, for and in consideration of the promises and benefits flowing through each party, the parties hereto do mutually agree as follows:

1. FINDINGS. The above recitals are true and correct and are incorporated herein.
2. LEASE TO PROVIDER. The Town does hereby lease to the Provider Driftwood Estates Park, as more

particularly described in Exhibit "A" attached hereto. Unless extended or terminated in accordance with the provisions hereof, the term of this Lease is ninety-nine (99) years from the date of the execution of this Lease Agreement by both parties, at a yearly rate of one dollar (\$1.00) per year payable to the Town on the yearly anniversary of the Lease Agreement. It is specifically understood and agreed that by mutual agreement of the parties hereto, the term of this Lease may be shortened or extended, subject to the provisions of Sections 5 and 6, as set forth below.

3. PURPOSE OF LEASE. The Leased Area is to be used strictly for educational and recreational purposes as a Boys and Girls Club facility to be operated and maintained by the Provider. It is acknowledged by the parties that during the term of this Lease the Leased Area shall be under the sole and exclusive custody and control of the Provider and the programs of the Provider shall always take priority in determining the use of the Leased Area. However, the Provider will cooperate with the Town's Parks and Recreation Department in providing for mutually beneficial programs for the Town's residents at the Leased Area.

4. BREACH OR DEFAULT BY PROVIDER, OPPORTUNITY TO CURE. The Town agrees:

(a) that should the Provider breach this Lease Agreement or be in default of their respective terms, then prior to the Town claiming any right to relief as a result of said breach or default, Town shall give written notice to the Provider of a specific breach or default, and, thereafter, the Provider shall have thirty (30) days within which to cure the breach or default or such additional time to cure as may be approved by the Town, which extensions will not be unreasonably withheld so long as Provider is making a good faith effort to cure any defect or breach;

(b) In the event Provider is unable to cure any such breach or default after the cure period, including any extensions thereof, then the Town shall have the right to terminate this Lease Agreement upon thirty (30) days written notice to the Provider and upon such termination, Provider shall vacate the Leased Area and the buildings, improvements and equipment thereon shall automatically revert back to the Town subject only to the terms of the Lease Agreement. In addition, the Town may, at its sole option, forthwith cancel and terminate this Lease and it may enter the Leased Area and improvements thereon as the agent of the Provider, by force or otherwise, without being liable in any way therefore, and relet the premises with or without any furniture that may be therein, as the agent of the Provider, at such price and upon such terms and for such duration of time as the Town may determine, and receive the rent therefore or the Town, at its option can use the Leased Area and improvements thereon for any other valid public purpose as the Town may determine. In the event of any such termination of the Lease Agreement, in recognition of the fact that Town's grant funds were used to pay for the design, construction, and equipping of the buildings and improvements on the Leased Area, the Town shall have no obligation or responsibility to reimburse Provider for any financial loss and Provider absolves and holds harmless the Town from any such obligation, responsibility or liability with respect to same; provided however, that at the time the Lease is terminated or expires, Provider shall have the right to remove all equipment and furnishings exclusively obtained by the Provider with non-grant funds.

5. EXPIRATION OF LEASE. At the expiration of the term of this Lease Agreement, unless such term is extended by the parties pursuant to a written amendment hereto and a written amendment extending the Lease, Provider will voluntarily and peacefully yield up to the Town the Leased Area and all buildings, Leased Area and the same shall automatically revert to the Town, subject only to the terms of the Lease Agreement; provided however, that at the time the Lease is terminated or expires, Provider shall have the right to remove all equipment and furnishings exclusively obtained by the Provider with non-grant funds.

6. PROHIBITION ON SUBLETTING AND ASSIGNMENT BY PROVIDER WITHOUT TOWN'S APPROVAL.

The Provider shall not sublet all or any part of the Leased Area or the facilities thereon, or assign all or any part of the Leased Area or the facilities thereon, without the express consent of the Town.

7. TAXES AND UTILITIES. Provider hereby agrees to be responsible for and shall timely pay for all utilities and all applicable taxes in a timely manner in connection with its use of the Leased Area throughout the term of this Lease. The parties recognize that the Leased Area is exempt from property taxes in accordance with Florida law and Town and Provider shall make all necessary filings to maintain such exemptions. Provider shall maintain such property tax exemptions by continuing to use the Leased Area to serve a "valid public purpose" within the meaning of Chapter 196, Florida Statutes.

8. PROVIDER'S ACCEPTANCE OF LEASED AREA AND OBLIGATION TO MAINTAIN SAME. The Provider hereby accepts the Leased Area and any improvements currently thereon in their "as is" condition at the beginning of this Lease. Town makes no representations or warranties to Provider as to the condition of the Leased Area or as to their habitability or fitness for a particular use or purpose and Provider assumes all risk with respect to same. Provider agrees to maintain the Leased Area as outlined in Exhibit "B" in a safe, sanitary, and clean condition throughout the term of this Lease. Provider agrees to keep the Leased Area and grounds neatly landscaped and mowed, and trash free, and to prevent unsightly accumulation of weeds and other vegetation.

9. LIABILITY INSURANCE. The Provider shall maintain tenant's liability and property and fire insurance covering the Leased Area and its improvements at least in the amount of the replacement value of the building and improvements of the Leased Area; insurance for bodily injury per person in the amount of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and, if reasonably available, up to One Million Dollars (\$1,000,000.00). Said insurance policies shall name the Town as an additional insured and the annual premiums shall be paid for by Provider in a timely manner. Certificates of insurance shall be forwarded to the Town's Risk Manager and Provider shall be obligated to maintain such insurance coverage at all times throughout the term of this Lease. Provider shall not allow said policies to lapse during the term of this Lease. Failure of Provider to maintain such insurance policies shall constitute a material default of this Lease.

10. PERSONAL PROPERTY. All personal property placed, moved or displayed in the Leased Area shall be at the risk of the Provider and the respective owner thereof, and the Town shall not be responsible or liable for any damage to said personal property, arising from an Act of God or from the bursting or leaking of water pipes, or from any act of negligence of Provider or invitee or occupants of the Leased Area or of any other person whomsoever, or because of any act of theft or vandalism by third parties.

11. PROHIBITED USE OF LEASED AREA. The Provider hereby further covenants and agrees with the Town that the Leased Area, the Project and any other improvements thereon, shall be used only for the proper, legitimate and lawful purposes as set forth in Section 3 hereof, and that the Provider will not use or cause to be used or permit any person or party to use in any manner whatsoever, the Leased Area, the Project or any other improvement thereon or any portion thereof, for any use or purpose in contravention of Section 3 hereof, or in contravention of the laws, ordinances or regulations of the United States or the State of Florida, or the Town of Davie or any other lawful authority having jurisdiction there over.

12. TOWN'S RIGHT TO INSPECT PREMISES. The Town, acting through the Town Administrator or his designee, shall have the right to enter the Leased Area and improvements thereon during all reasonable

hours, to examine the same and to make such reports to the Town Council and Provider on the condition of the Leased Area and to require Provider to make such repairs, or alterations as may be deemed necessary in order to ensure the public's safety and preservation thereof.

13. NO WAIVER OF RIGHTS. The rights of the Town under this Lease Agreement shall be cumulative, and failure on the part of the Town to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the Town's rights.

14. NOTICE. It is understood and agreed between the parties hereto that written notice addressed to Provider's President or Executive Director mailed or hand-delivered to the Provider at (address) _____ shall constitute sufficient notice to the Provider and written notice mailed or hand-delivered to the Office of the Town Administrator, 6591 Orange Drive, Davie, FL. 33314-3399 with copies to the Office of the Town Attorney and the Housing and Community Development Office at the same address, shall constitute sufficient notice to the Town, to comply with the terms of this Lease Agreement.

15. LEGAL FEES OF PREVAILING PARTY. In the event it shall be necessary for either of the parties to bring legal action for collection in a Court of Law or otherwise retain legal counsel to enforce this Lease Agreement or any provision hereof or any rights established hereunder, including, but not limited to the enforcement of Provider's obligations hereunder, right to occupancy and possession and to enforce the Provider's obligation to vacate upon termination or default, then the prevailing party in any such action shall be entitled to reimbursement from the non-prevailing party of their reasonable attorney's fees and court costs incurred in connection therewith.

16. COMPLIANCE WITH APPLICABLE LAWS. The Provider shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Town Government and of any and all their departments and bureaus applicable to the Leased Area and any improvements thereon. Provider acknowledges that the new facility to be constructed will utilize funds provided through the Federal Community Development Block Grant (CDBG) Program and the Broward County Parks and Recreation Bond Challenge Grant, and must therefore abide by the rules and regulations governing these programs. Provider shall also be and remain in compliance with all rules, regulations and ordinances of the Town and any other governmental entity or agency established for protection against or prevention of fires.

17. INDEMNITY AND HOLD HARMLESS. The Provider shall indemnify, save harmless and defend the Town, its officers, employees and agents from and against all claims, suits, actions, damages or causes of action arising during the term of this Lease Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of the use of the Leased Area and improvements thereon for which this Lease Agreement is entered into or its agents, employees, invitees, and all other persons, and from and against any orders, judgments or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in this Lease shall be deemed to affect or waive the rights, privileges and immunities of the Town, or the Provider, as are set forth in Florida Statutes, including Section 768.28.

18. WATER DAMAGE. It is expressly agreed and understood by and between the parties to this Lease Agreement, that the Town shall not be liable for any damage or injury by water, which may be sustained by the resulting from the carelessness, negligence, or improper conduct on the part of the Provider or its agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the Leased area and buildings and improvements thereon.

BOYS CLUB OF BROWARD COUNTY, INC.
d/b/a The Boys and Girls Club of Broward
County

as to Provider

By: _____
PRESIDENT

as to Provider

ATTEST: _____
CORPORATE SECRETARY

APPROVED: _____
EXECUTIVE DIRECTOR

EXISTING SITE LIGHTING (TYP)

EXISTING MINIPANIC SHELTER

EXISTING CONCRETE WITH BENCH

EXISTING

EXISTING FACILITY

EXIST. POLES AND LIGHTS FOR EXISTING TENNIS COURT

EXISTING BEST SERVICE PANELS REFER TO RFP FOR DETAILS

EXISTING PPL WITH SERVICE UNDERGROUND SERVICE TO PANEL

EXIST. PPL POLE WITH OVERHEAD SERVICE TO PARKS POLE

PROPOSED ASPHALT RECREATIONAL PATH

EXISTING MINIPANIC SHELTER

EXISTING BASKETBALL COURTS

EXISTING SPORTS LIGHTING

PROPOSED BOYS/GIRLS CLUB BUILDING

APPROXIMATELY 8000 SQ. FT.

PROPOSED PARKING 16 SPACES

PROPOSED PARKING 7 SPACES

PROPOSED DRIVE 4 PARKING 13 SPACES

AREA For Boy's + Girls Club to maintain inside of Green Lines

TWOOD ESTATES PARK IMPROVEMENTS

PARK ADDRESS:

3300 NW 77 AVENUE

DAVIE, FLORIDA