

# **TOWN OF DAVIE**

## **TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Dennis Andresky, Parks & Recreation Director, 954-797-1151

**PREPARED BY:** Dennis Andresky, Parks & Recreation Director, 954-797-1151

**SUBJECT:** Grazing Services

**AFFECTED DISTRICT:** Three

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN AND LITTLE CRITTERS CORRAL, INC. FOR GRAZING SERVICES.

**REPORT IN BRIEF:** The Town currently has an agreement with Little Critters Corral, Inc. for grazing services at Robbins Lodge. The agreement is due for automatic renewal on January 4, 2007. Little Critter Corral, Inc. is requesting a one year renewal of the agreement with the same terms and conditions.

**PREVIOUS ACTIONS:** R-2001-3

**CONCURRENCES:** N/A

**FISCAL IMPACT:** not applicable

Has request been budgeted? No

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments: Revenue to Town of \$204.00 per month

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):**

Resolution  
vendor letter  
department recommendation

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN OF DAVIE AND LITTLE CRITTER CORRAL, INC. FOR LIVESTOCK GRAZING SERVICE AT ROBBINS LODGE PARK.

WHEREAS, the Town of Davie has an existing agreement for livestock grazing services at Robbins Lodge Park with Little Critter Corral, Inc.; and

WHEREAS, Little Critter Corral, Inc. and the Town desire to extend the agreement for one additional year; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to approve a one year extension for livestock grazing service with Little Critter Corral, Inc.

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

SECTION 1. The Town Council of the Town of Davie does hereby approve a one year contract extension with Little Critter Corral Inc. to provide livestock grazing service for the time period of January 3<sup>rd</sup>, 2007 through January 3<sup>rd</sup>, 2008.

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

PASSED AND ADOPTED THIS 17<sup>th</sup> DAY OF JANUARY, 2007.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

RESOLUTION R-2001-3

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER 1 TO MODIFY AN AGREEMENT FOR LIVESTOCK GRAZING SERVICES AT THE ROBBINS PROPERTY

WHEREAS, the Town of Davie has an existing agreement for livestock grazing services at the Robbins Property with B & B Feed and Cattle Company; and

WHEREAS, B & B Feed and Cattle Company has officially changed its corporate name to Little Critter Corral, Inc.; and

WHEREAS, The Contractor provides in-kind services (mowing/fence repair) of substantial value in maintaining the property; and

WHEREAS, it is in the best interest of the Town to modify the existing agreement to reflect the value of the provided in-kind maintenance services, revise the corporate name, and to extend the agreement for grazing services.

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

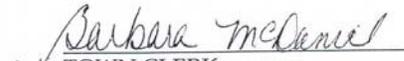
SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to execute Amendment Number 1 to an agreement for livestock grazing services at Robbins Property with Little Critter Corral, Inc., which is attached hereto and identified as Attachment "A".

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

PASSED AND ADOPTED THIS 3rd DAY OF January, 2001.

  
\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

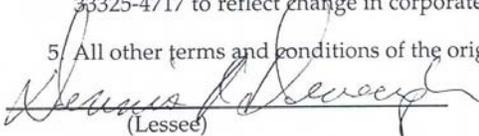
  
ack, TOWN CLERK

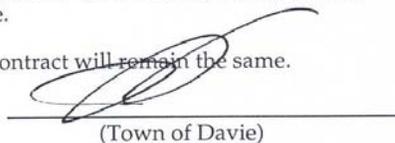
APPROVED THIS 3rd DAY OF January, 2001.

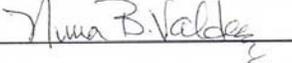
Attachment "A"

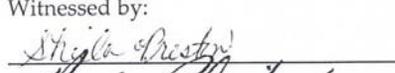
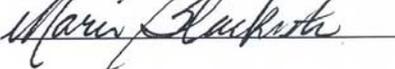
Amendment Number 1 - Livestock Grazing Lease

1. Modify the first sentence of Section Three to read "Lessee shall be required to pay the sum of \$204.00 per month to the Town for the use of the premises. Lessee shall be responsible for periodic mowing and maintenance as required. Payment is due by the 10th day of each month."
2. Modify Section Four to read "The term of this lease commences on the 4th day of January, 2001 for a period of one year. This agreement will automatically renew on an annual basis until such time as either party gives the other ninety (90) days written notice of termination."
3. Approximately fifteen (15) additional acres will be added to the original seventy (70) acres to total approximately eighty five (85) plus or minus acres.
4. Correct name of contract vendor from B & B Feed and Cattle Company to Little Critter Corral, Inc., DBA Livestock for Reel, 1950 SW 115 Avenue, Davie, Florida 33325-4717 to reflect change in corporate name.
5. All other terms and conditions of the original contract will remain the same.

  
\_\_\_\_\_  
(Lessee)

  
\_\_\_\_\_  
(Town of Davie)

Witnessed by:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Witnessed by:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

RESOLUTION NO. R-95-15

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR LIVESTOCK GRAZING SERVICES AT THE ROBBINS PROPERTY.

WHEREAS, the Town solicited proposals for livestock grazing services at the Robbins property; and

WHEREAS, the selection committee has ranked, in order of preference, the proposal of B & B Feed & Cattle Company and Five Star Rodeo, Inc.; and

WHEREAS, it is in the best interest of the Town of Davie to have an agreement for these services.

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

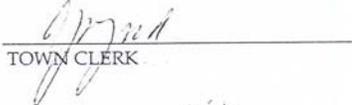
SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to execute an agreement for livestock grazing services at the Robbins property with B & B Feed & Cattle Company, the highest ranking firm. The one year agreement will provide the Town with \$504.00 per month in revenue and is attached hereto and identified as Attachment "A".

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

PASSED AND ADOPTED THIS 18th DAY OF January, 1995

  
MAYOR/COUNCILMEMBER

Attest:

  
TOWN CLERK

APPROVED THIS 18th DAY OF January, 1995

## LIVESTOCK GRAZING LEASE

THIS LEASE AGREEMENT, entered into this 18th day of January, 1995, by and between the TOWN OF DAVIE, Florida, a municipal corporation (hereinafter referred to as "LESSOR"), and B & B Feed and Cattle Company

(hereinafter referred to as "LESSEE").

### WITNESSETH:

WHEREAS, Lessor is the owner of a certain lands which were acquired as a part of the Town of Davie Open Space Program, and

WHEREAS, Lessor wishes to set aside a portion of its open space lands for livestock grazing, and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor certain lands for purposes of livestock grazing subject to the terms and conditions of this lease.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the parties hereby agree as follows:

### SECTION ONE:

Lessor leases to Lessee and Lessee leases from Lessor for the purpose of grazing livestock on the demises premises, those certain premises situated within the Town of Davie, and more particularly described on Exhibit "A" attached hereto and made a part hereof. As used herein the term "premises" refers to real property above described and to any improvements located thereon from time to time during the term of this lease.

### SECTION TWO:

Any utilities needed for the livestock grazing shall be the responsibility of the Lessee.

### SECTION THREE:

Lessee shall not be required to pay monetary rent to Lessor for the use of the premises. Consideration for the Lessee's use of the premises is the faithful performance of Lessee's obligations as set forth in this lease. Lessee acknowledges that each of its obligations under the lease are material and that Lessee's failure to comply with each and every requirement of this lease shall constitute a material breach of this lease agreement.

### SECTION FOUR:

The term of this lease commences on the 18th day of January, 1995 and ends on the 18th day of January, 1996, subject to the termination provisions hereinafter set forth in this agreement.

SECTION FIVE:

Lessee shall not use or permit the demises premises or any part thereof to be used for any purpose or purposes other than the purpose for which the premises are hereby leased.

SECTION SIX:

Lessee shall not commit or suffer to be committed any waste on the premises or any nuisance.

SECTION SEVEN:

Lessee may not sub-let the premises in whole or in part without Lessor's prior written consent. Lessor's consent shall be within the sole and absolute discretion of the Lessor.

SECTION EIGHT:

If any ad-volarem taxes are levied against the premises, payment of same shall be the responsibility of the Lessee.

SECTION NINE:

Lessee may construct improvements on the premises at Lessee's sole expense. Lessee must obtain all necessary construction permits for any improvements made on the premises. Lessee must obtain permission from the Lessor with regard to any construction on the site. No construction at the direction of Lessee shall create any lien upon the premises or shall necessitate the posting of a bond pursuant to Florida Statute 255.05.

SECTION TEN:

Lessee shall abide by and keep current all State of Florida requirements regarding the raising of livestock while using the premises for grazing purposes.

SECTION ELEVEN:

Lessee shall at all times keep the Town of Davie Community Services Director advised as to the phone number and an alternate number where Lessee may be reached twenty-four (24) hours per day for emergency contact.

SECTION TWELVE:

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Lessee shall maintain the grazing site in a clean, orderly and sanitary condition at all times.

SECTION THIRTEEN:

Lessee has inspected the premises and accepts the property in its "AS IS" condition as of the date of this Lease Agreement.

SECTION FOURTEEN:

It is agreed by and between the parties that entry into this Agreement shall not deem Lessee as an employee of the Town of Davie. The relationship between the parties hereto is that of Lessor and Lessee only.

SECTION FIFTEEN:

Lessee agrees that there shall be no display or use of firearms upon the premises.

SECTION SIXTEEN:

This Agreement is for the sole benefit of the parties hereto and shall not create rights in any third parties.

SECTION SEVENTEEN:

Any injured, diseased or deceased animals must be removed from the premises by Lessee within twenty-four (24) hours of observation and/or notification of same.

SECTION EIGHTEEN:

Lessee must recover any livestock that escapes the demised premises within four (4) hours of discovery and/or notification.

SECTION NINETEEN:

Lessee shall post the contact phone number and an alternate phone number with at least six (6) permanent signs on the fence line of the premises with locations as directed by the Town of Davie Community Services Director.

SECTION TWENTY:

The Lessee shall keep in full force and effect liability insurance naming the Town of Davie as additional insured in an amount not less than one million dollars (\$1,000,000.00) for each occurrence. Insurance policy and company are subject to approval by Lessor.

SECTION TWENTY-ONE:

~~Lessor shall not be liable for any loss, injury, damage,~~  
damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using, occupying or visiting the premises or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or any occupant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Lessor hereby waives all claims against Lessor for damages to any improvements that are now on or hereafter placed or built on the premises and to the property of Lessee in, on, or about the premises, and for injuries to persons or property in or about the premises for any cause arising at any time.

SECTION TWENTY-TWO:

Upon execution of this Agreement, Lessee shall deliver to Lessor a Performance Bond or a Certified Check in the amount of Twenty-Five Hundred Dollars (\$2,500.00) assuring Lessee's performance of all obligations under this Agreement. Any Performance Bond must be executed by a surety company acceptable to the Town of Davie and authorized to do business in the State of Florida. At the termination of this Agreement, the premises must be returned to Lessor in a clean and satisfactory condition. In the event the premises are left in an unkept condition, Lessor shall keep the Performance Bond or Certified Check to necessitate any repairs.

SECTION TWENTY-THREE:

If any action at law or in equity shall be brought under this Lease Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this lease, or for the recovery of the possession of the premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

SECTION TWENTY-FOUR:

This lease may be terminated by either party without cause by giving notice to the other party of its intent to terminate this agreement. The Notice of Termination must be given no less than thirty (30) days from the date of intended termination of the agreement. Lessee acknowledges that upon termination of the agreement, either through expiration of its original term or as

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provided for in this paragraph, Lessee shall have no claim against Lessor for improvements which have been made upon the premises and which pursuant to Paragraph twenty-five (25) herein will become the property of the Lessor upon termination of the Lease Agreement. In the event of any breach of this Lease Agreement by Lessee, Lessor in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises.

SECTION TWENTY-FIVE:

On termination of this lease for any cause, Lessor shall become the owner of any building or improvements on the premises.

SECTION TWENTY-SIX:

The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of such term, covenant or condition, or a subsequent breach of the same, or any other term, covenant or covenant therein contained.

SECTION TWENTY-SEVEN:

Time is of the essence of this lease, and each and every covenant, term, condition, and provision thereof.

IN WITNESS WHEREOF, Town by its Mayor or Town Administrator and Lessee by its undersigned authorized representative, or for sole owner in person, have caused this instrument to be executed by affixing their respective signatures on the date first above written.

Witnessed by:

*Patricia Keener*  
*Alvin Carole*

TOWN OF DAVIE

By: *Jan Kovac*  
MAYOR

By: *Robert Rawl*  
TOWN ADMINISTRATOR

Witnessed by:

*D. Adams*  
*Sharon*

*William Parcell*

Printed Name: *William Parcell*

Title