

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks and Recreation Director 797-1150

SUBJECT: Resolution

AFFECTED DISTRICT: District 2

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE EFFECTIVE DATE FOR THE TENANT LEASE AGREEMENT FOR CONTINUATION OF THE RESIDENTIAL SECURITY PROGRAM AT WOLF LAKE PARK.

REPORT IN BRIEF: Staff is requesting that the effective date for the current Lease Agreement for an on site security tenant at Wolf Lake Park be amended to reflect the actual move in date by the Officer onto park property. The Officer began residing on the site on July 1, 2002. Amending the effective date will provide the tenant two full years on site residency as was intended.

PREVIOUS ACTIONS: R-95-226, R96-296, R-2002-033

CONCURRENCES: None

FISCAL IMPACT:

Has request been budgeted?

If yes, expected cost: \$

Account Name: Utilities and Internal Charges

What account will funds be appropriated from: 001-0803-572-0450

Additional Comments: No additional expense

RECOMMENDATION(S): Motion to approve Resolution

Attachment(s): Resolution and Lease Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING THE EFFECTIVE DATE FOR THE TENANT LEASE AGREEMENT FOR CONTINUATION OF THE RESIDENTIAL SECURITY PROGRAM AT WOLF LAKE PARK.

WHEREAS, The Town of Davie entered into a tenant Lease Agreement with Davie Police Officer Daniel Brito to perform residential security services at Wolf Lake Park per R-2002-033; and

WHEREAS, it was the intent of the Agreement to allow Officer Brito two full years of residency at Wolf Lake Park; and

WHEREAS, Officer Brito was not able to commence residency at the site until July 1, 2004; and

WHEREAS, it is in the best interest of the Town to have Officer Daniel Brito perform the security services per the specific terms and conditions of the Agreement for two full years; and

WHEREAS, after review, the Town Council authorizes the Mayor to sign an amendment to the Tenant Agreement Contract with Officer Daniel Brito.

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 approve an amendment to the Resident Security Program and Lease Agreement between Officer Daniel Brito and the Town of Davie, attached hereto as Exhibit "A".

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002.

Exhibit "A"

AMENDED WOLF LAKE OPEN SPACE LEASE

THIS LEASE, signed this ~~7th day of February~~ 7th day of August A.D. 2002 in consideration of the following covenants, agreements, limitations and conditions entered into by the parties hereto for themselves, their heirs, successors, legal representatives and assigns.

1. THE TOWN OF DAVIE, FLORIDA hereinafter called LANDLORD, leases to Daniel Brito hereinafter jointly, severally and collectively called the TENANT(S) the parcel of property as a mobile home site on the grounds and property of Wolf Lake Town owned and operated by LANDLORD.

2. The LANDLORD shall provide and install utilities (water, electricity and sewer disposal) to the mobile home site and maintain said utilities. The Town will pay for the utility deposits for the mobile home site. The TENANT(S) shall provide copies to the Town of the above utility bills for documentation purposes.

3. The mobile home is to be occupied only by the TENANT(S) and his immediate family unless written consent of the LANDLORD is first obtained.

4. The term of this lease commences on the ~~7th day of February, 2002~~ 1st day of July, 2002 and ends on the ~~7th day of February, 2004~~ 1st day of July, 2004 or until either party gives thirty (30) days notice in writing.

5. Providing always that "the TENANT(S) hereby covenant(s) as follows at his sole cost and expense and TENANT(S) furthermore agrees to hold the LANDLORD harmless

therefrom”:

a. To assist the Town of Davie in protecting the Wolf Lake Open Space site and contents as described in the attached Addendum “A” by immediately notifying the appropriate law enforcement agency and the Town of Davie of any unlawful acts, or attempts, and furnish necessary information to them for evidence and possible prosecution of any unlawful acts, or attempts.

b. The TENANT(S) will obtain all necessary construction permits for any improvements made on the property.

c. Provide for the moving of the TENANT(S) mobile home to or from the designated space to and from the designated site.

d. Maintain the mobile home and designated space together with any improvements thereon, in a clean, orderly and sanitary condition at all times.

e. Obtain permission from the Town of Davie for any construction on site or addition to the mobile home. No construction at the direction of the TENANT(S) shall create any lien upon the property or shall necessitate the posting of a bond pursuant to Florida Statute 255.05.

f. Provide tie-downs within 30 days of the placement of mobile home on the Town of Davie property as prescribed by the attached tie-down requirement or an equivalent to be approved by the South Florida Building Code.

g. TENANT(S) shall be responsible for the tying down of the mobile home, the sewer tie-in connection, inspection of the electrical connection and all other fees necessary for the placement of the mobile home on the property.

h. Abide by and keep current all State of Florida requirements regarding mobile home taxes and/or licensing and the proper display of same, while residing on Town property.

i. Keep in full force and effect homeowner’s liability insurance naming the Town of Davie as an additional insured in an amount not less than \$300,000.00 each occurrence and the owner shall indemnify and hold the Town of Davie, Florida, harmless from any

c. The TENANT(S) understands and agrees that there shall be no unlawful display or unlawful use of firearms while on Town property.

d. The TENANT(S) will provide his own life and hospitalization coverage needed during the period of this Lease.

e. The vacation/eviction of the property shall be in accordance with the thirty (30) day cancellation notice by either party to this Lease as hereinafter provided.

f. The TENANT(S) will report to the Parks and Recreation Department representative of the Town for instructions as to the standard for which the property is to be secured.

g. It is understood by the parties hereto, that this Lease shall not create an employer/employee relationship between the parties, but that the TENANT(S) is working as an independent contractor and shall not be deemed an employee of the Town of Davie by this Lease.

h. In the event of a default in any of the terms of this Lease, the prevailing party shall be entitled to their costs, expenses and reasonable attorney's fees in connection with the enforcement of its rights hereunder, including but not limited to any costs, expenses and/or appeal.

i. It is further understood and agreed that all covenants and agreements to this Lease shall be binding upon and apply to the heirs, executors, legal representatives, and is not assignable.

j. The TENANT(S) acquires no rights to the property other than the specific rights of occupancy as set forth herein.

k. The agreement is for the benefit of the parties hereto and shall not create rights to third parties not signatories hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

TOWN OF DAVIE, FLORIDA

By: _____

Mayor

Attest: _____

Town Clerk

Witness

Tenant

ADDENDUM "A" TO WOLF LAKE CONTRACT

Wolf Lake is a fifty acre open space parcel located at 5400 SW 76 Avenue in Davie. The property includes a lake, picnic shelter, picnic tables, parking and a recreational trail.

The park is open from 9:00 am to dusk daily. Unmotorized boats are allowed in the lake, however, the Town enforces a "no swimming" rule at the site. Fishing is allowed and patrons are responsible for their license. Equestrians and pedestrians have access around the entire perimeter of the lake and unauthorized vehicles are limited to a portion of the property.

The picnic shelter was donated to the Town with the condition that the youth Scouting groups would have priority usage. The general public may permit the shelter when it is not being used by the Scout groups. To obtain a permit, please contact the Davie Parks and Recreation Department at 797-1145.

Everyone is encouraged to have a happy, safe time in our facilities. The Town of Davie reserves the right to dismiss or expel any person(s) from our facilities or programs for behavior that is detrimental to the facility or program. This includes, but is not limited to conduct that constitutes safety hazards, physical abuse, mental abuse and failure to comply with the Town's rules and regulations.

WOLF LAKE PARK RULES

1. NO ALCOHOLIC BEVERAGES/NARCOTICS ALLOWED ON WOLF LAKE PARK PREMISES.
2. NO SWIMMING OR DIVING IN THE LAKE.
3. NO MOTORIZED BOATS IN THE LAKE.
4. NO UNAUTHORIZED VEHICLES ON THE RECREATIONAL TRAIL.

5. NO CAMPFIRES ALLOWED EXCEPT IN DESIGNATED AREAS.
6. NO TRESPASSING AFTER CLOSING HOURS.
7. NO DESTRUCTION/VANDALISM OF TOWN PROPERTY.
8. NO LITTERING.