

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chief John George / 693-8320  
Prepared by: Nina B. Valdez

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District 2

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN VILLAS OF ROLLING HILLS HOMEOWNERS' ASSOCIATION, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

**REPORT IN BRIEF:** Villas of Rolling Hills Homeowners Association, would like to enter into an agreement with the Town of Davie Police Department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted: N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

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

**Attachment(s):** Resolution Agreement for Traffic Control (signed by Villas of Rolling Hills Homeowners Association)

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN VILLAS OF ROLLING HILLS HOMEOWNERS ASSOCIATION AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.**

**WHEREAS**, Villas of Rolling Hills Association and the Davie Police Department would like to enter into an "Agreement for Traffic Control" and

**WHEREAS**, Villas of Rolling Hills Association has the authority to sign said agreements, and has done so; and

**WHEREAS**, the Davie Police Department requests the Mayor add his signature to said Agreement;

**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 hereby authorizes the Mayor to execute the "Agreements for Traffic Control," attached hereto as Exhibit A.

**SECTION 1.** This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2006

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

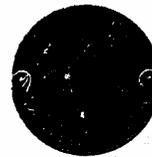
ATTEST:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006



**DAVIE POLICE DEPARTMENT**  
1230 South Nob Hill Road  
Davie, FL 33324  
(954) 693-8200  
FAX: (954) 693-8399 (Road Patrol)



### AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and Villas of Rolling Hills HOA (hereinafter referred to as the "Owner"), agree on this 23 day of February, 2006, to enter into the following Traffic Jurisdiction Agreement.

**WHEREAS**, the Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

**WHEREAS**, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

**WHEREAS**, the Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

**WHEREAS**, pursuant to Florida Statutes §316.006(2)(b), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

### WITNESSETH

**NOW, THEREFORE**, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. The Town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute §768.28.
7. The Owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town or the Owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. The Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

**WITNESSES:**

**THE TOWN OF DAVIE, FLORIDA**

\_\_\_\_\_ **BY:** \_\_\_\_\_ **Signature**

**TITLE:**

**Print Name**

**ADDRESS:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

**ATTESTED BY:**

\_\_\_\_\_  
**TOWN ATTORNEY**

Approved as to form and legality for the use and reliance of the Town of Davie, Florida, only

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, of the Town of Davie, Florida, a municipal corporation of the State of Florida, who is \_\_\_\_\_ personally known to me, or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
**NOTARY PUBLIC, State of Florida**

\_\_\_\_\_  
**Type, Stamp, Print Name**

**MY COMMISSION EXPIRES:**

WITNESSES:

[Signature]  
Signature

Carne Hacker  
Print

Linda Vilando  
Signature

LINDA VILANDO  
Print

OWNER:

BY: [Signature]  
Signature

Carne Hacker  
Print

ADDRESS: 3250 Fairway Circle

DANK, F1 33312

954.298.3050  
Phone Number

**THE FOREGOING INSTRUMENT MUST BE NOTARIZED OR ATTESTED TO BY A CERTIFIED POLICE OFFICER (F.S. 117.10)**

The foregoing instrument was sworn and Subscribed before me:

STATE OF FLORIDA  
COUNTY OF BROWARD  
(AFFIX SEAL)

\_\_\_\_\_  
Signature of Attesting Officer, I.D. #

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me this 23 day of February, 2006, by Carne Hacker, who is \_\_\_\_\_ personally known to me, or 4 who has produced FL DL H26011768523 as identification. DL 6/09 - Exp.

Notary Public: [Signature]





**DAVIE POLICE DEPARTMENT**  
 1230 South Nob Hill Road  
 Davie, FL 33324  
 (954) 693-8200  
 FAX: (954) 693-8399 (Road Patrol)



**AUTHORITY TO ENTER PREMISES AGREEMENT**

Villas of Rolling Hills HOA, a Corporation/ Owner,  
 (Name of Corporation/Name of Owner)  
 located at C/O West Broward Management 11530 State RD 84 hereby 954. 298. 3050 -  
 (Corporate/Owner Mailing Address & Phone Number) DAVIE, FL 33325 CAROL HACKER  
CELL

authorizes the Town of Davie Police to enter the below described property, located in the Town of Davie, Broward County, Florida, without limitations or restrictions and at their discretion to enforce municipal traffic laws, criminal state statutes and municipal ordinances and perform any and all police-related activity.

**Please Give Physical Address Below and**

**Attach a copy of the Legal Description of the Property (See example of Legal Description - "Exhibit A" attached)**

DBA: 3250 Fairway Circle  
 \_\_\_\_\_, Davie, FL  
 (Address of Property)

Villas of Rolling Hills HOA, expressly understands and agrees that  
 (Name of Corporation/Owner)

since the above-described property is privately owned, the Town of Davie Police Department may choose not to conduct routine patrol upon said property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property.

Upon an arrest for a criminal violation, Villas Of Rolling Hills HOA agrees to  
(Name of Corporation/Owner)

assist in the criminal prosecution of said offender.

Villas of Rolling Hills HOA hereby agrees to communicate the terms  
(Name of Corporation/Owner)

and conditions of this agreement to any and all parties present on the above described property by reason of lease, rental, assignment, contract, invitation, employments, etc.

VRH - HOA further agrees to notify the Town of Davie  
(Name of Corporation/Owner)

through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through the United States Mail, certified, return receipt requested.

VRH - HOA agrees to indemnify and hold the Town of  
(Name of Corporation/Owner)

Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

VRH - HOA expressly understands and agrees that  
(Name of Corporation/Owner)

nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. VRH - HOA

(Name of Corporation/Owner)

further understands and agrees that nothing contained herein is intended or should be

construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of Villas of Rolling Hills HOA a level of

(Name of Corporation/Owner)

prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at will providing that sixty (60) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.

WITNESSES:

[Signature]  
Signature

Carrie Hacker  
Print

Linda Vilardo  
Signature

LINDA VILARDO  
Print

OWNER:

BY: [Signature]  
Signature

Carrie Hacker  
Print

ADDRESS: 3250 Fairway Circle

DANE, FL 33328

954.298.3050  
Phone Number

**THE FOREGOING INSTRUMENT MUST BE NOTARIZED OR ATTESTED TO BY A CERTIFIED POLICE OFFICER (F.S. 117.10)**

The foregoing instrument was sworn and Subscribed before me:

STATE OF FLORIDA  
COUNTY OF BROWARD  
(AFFIX SEAL)

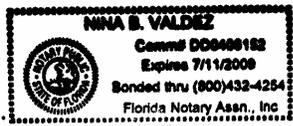
\_\_\_\_\_  
Signature of Attesting Officer, I.D. #

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me this 25 day of February, 2006 by Carrie Hacker, who is \_\_\_\_\_ personally known to me, or  who has produced FLDV. A260 11768523 as identification.

Notary Public: [Signature] <sup>Dr. 01/09 EXP.</sup>



Does this property conduct business under any other names? If yes, please list below the DBAs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

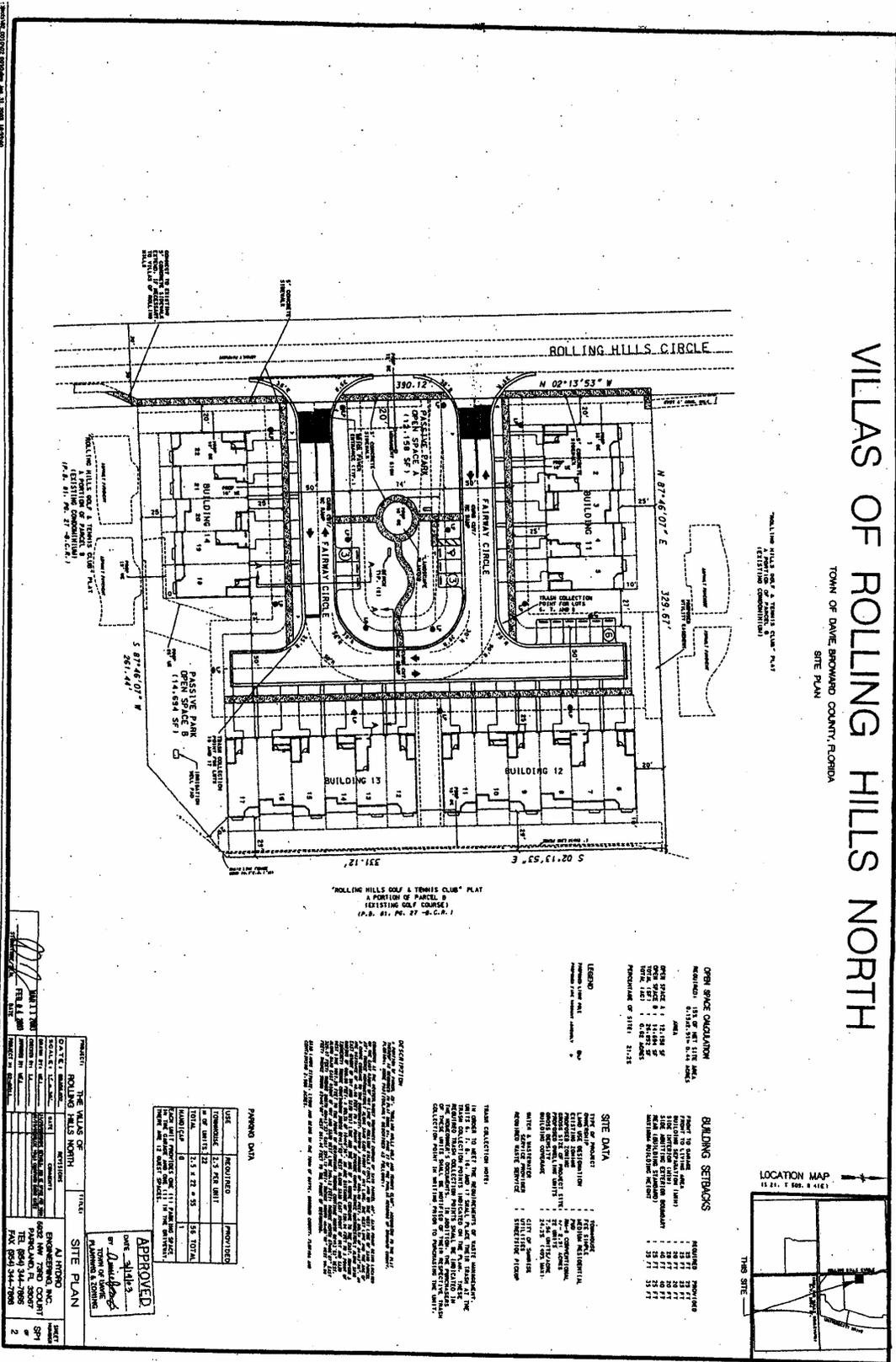
Print Names and List Phone Numbers of EMERGENCY CONTACTS:

Carrie Hacker - 954.298.3050  
Linda Vlaro - 954.219.3963  
Noel Santiago - 954.347.8964  
West Broward Management  
954.472.3820



# VILLAS OF ROLLING HILLS NORTH

TOWN OF DADE BROWARD COUNTY, FLORIDA  
SITE PLAN



ROLLING HILLS GOLF & TENNIS CLUB  
EXISTING COURSE

"ROLLING HILLS GOLF & TENNIS CLUB" PLAT  
POSITION OF PARKING  
(EXISTING GOLF COURSE)  
(P.B. 81, PG. 27 - D.C.A.)

**OPEN SPACE CALCULATION**  
REQUIREMENT: 21.7% OF 1,114,000 SQ. FT. = 243,738 SQ. FT.  
PROVIDED: 243,738 SQ. FT.  
COMPLIANCE: YES

**BUILDING SETBACKS**  
REQUIREMENT: 10 FT. FROM ADJACENT PROPERTY LINES  
PROVIDED: 10 FT. FROM ADJACENT PROPERTY LINES  
COMPLIANCE: YES

**LEGEND**  
PROPOSED LOT LINES  
PROPOSED DRIVEWAYS

**SITE DATA**  
TOTAL AREA: 1,114,000 SQ. FT.  
TOTAL LOT AREA: 1,114,000 SQ. FT.  
TOTAL DRIVEWAY AREA: 1,114,000 SQ. FT.  
TOTAL PARKING AREA: 1,114,000 SQ. FT.

**TERRAIN COLLECTION NOTES**  
THE TERRAIN DATA WAS OBTAINED FROM A SURVEY CONDUCTED BY THE ENGINEER OF RECORD. THE TERRAIN DATA IS BASED ON A 10' GRID. THE TERRAIN DATA IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER OF RECORD.

**PARKING DATA**

USE	REQUIRED	PROVIDED
RESIDENTIAL	1.5 PER UNIT	1.5 PER UNIT
TOTAL	1.5 PER UNIT	1.5 PER UNIT

**APPROVED**  
DATE: 11/15/2007  
BY: [Signature]

**PROJECT:** THE VILLAGES OF ROLLING HILLS NORTH

**CLIENT:** [Name]

**DESIGNER:** [Name]

**DATE:** 11/15/2007

**SCALE:** 1" = 40'

**PROJECT NO.:** [Number]

**DATE:** 11/15/2007

**BY:** [Signature]

