

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers
FROM/PHONE: Chief John George/ (954) 693-8320
PREPARED BY: Nina B. Valdez, Administrative Secretary
SUBJECT: Resolution

AFFECTED DISTRICT: District 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE HIGHLAND RANCH ESTATES AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

REPORT IN BRIEF: Highland Ranch Estates 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:

CONCURRENCES:

FISCAL IMPACT: not applicable

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):

Attachment(s):

Resolution

Exhibit A: Trespass and Traffic Control Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN HIGHLAND RANCH ESTATES AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

WHEREAS, Highland Ranch Estates, and the Davie Police Department would like to enter into an "Agreement for Traffic Control and

WHEREAS, Highland Ranch Estates, has the authority to sign said agreements, and have done so; and

WHEREAS, the Davie Police Department requests the Town Council to authorize the Mayor to execute 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 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007



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 Highland Ranch Estates, HOA (hereinafter referred to as the "Owner"), agree on this 24th day of AUGUST, 2007, 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

Signature _____ 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

Arley Creamer
Print

[Signature]
Signature

Maria Spagnolo
Print

OWNER:
BY: [Signature], Property Manager
Signature

Helena Knotenberg, CAM
Print

ADDRESS: 1145 Sawgrass Corp. Plwy.
Sunrise, FL 33323

(954) 838-3994
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)

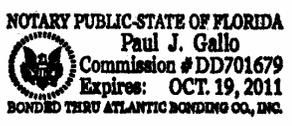
Signature of Attesting Officer, I.D. #

The foregoing instrument was acknowledged
before me this 30th day of August, 2007,
by Helena Knotenberg, who
is personally known to me, or _____ who has
produced _____ as
identification.

Print Name

Date: _____

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

Highland Ranch Estates, a Corporation/ Owner,
 (Name of Corporation/Name of Owner)

located at clo miami management, 1145
sawgrass corp. Plwy. Sunrise, 33333 hereby
 (Corporate/Owner Mailing Address & Phone Number)

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.

1. Please Give Physical Address Below and Attach a copy of the Legal Description of the Property (See example of Legal Description – “Exhibit A” attached).
2. Please Give a Copy of the Corporation Documents showing Active Status. (See example —”Exhibit B” attached).

Northgate - 15486 SW 116 Street
Southgate - 1901 SW 20 Street, Davie, FL

(Address of Property)

Highland Ranch Est., expressly understands
 (Name of Corporation/Owner)

and agrees that 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, Highland Ranch Est. agrees to
(Name of Corporation/Owner)

assist in the criminal prosecution of said offender.

Highland Ranch Est. 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.

Highland Ranch Est. 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.

Highland Ranch Est. 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.

Highland Ranch Est. 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. Highland Ranch Est.

(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 Highland Ranch Estates 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

Arley Creamer
Print

[Signature]
Signature

Maria Spagnuolo
Print

OWNER:

BY: [Signature], Property Manager
Signature

Helena Kutenberg, CAM
Print

ADDRESS: 1145 Sawgrass Corp. Pkwy

Sunrise, FL 33323

Phone Number (954) 838-3994 (direct)

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. #

The foregoing instrument was acknowledged before me this 30th day of August, 2007 by Helena Kutenberg, who is personally known to me, or _____ who has produced _____ as identification.

Print Name

Date:

Notary Public:

[Signature]

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:

Helena Kotenberg - (786) 254-7928
Warren Niles, Pres - (954) 609-2468
Max Milam, Treas. - (986) 390-0599
Guardhouse 7am - 7pm
(954) 452-7411

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DIVISION OF CORPORATIONS




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No Events No Name History

Entity Name Search

Detail by Entity Name

Florida Non Profit Corporation

HIGHLAND RANCH ESTATES HOMEOWNERS ASSOCIATION, INC.

Filing Information

Document Number N98000001273
FEI Number 650824716
Date Filed 03/04/1998
State FL
Status ACTIVE

Principal Address

1145 SAWGRASS CORP PKWY
SUNRISE FL 33323

Changed 03/07/2003

Mailing Address

1145 SAWGRASS CORP PKWY
SUNRISE FL 33323

Changed 03/07/2003

Registered Agent Name & Address

KATZMAN & KORR
1501 NW 49TH STREET
SUITE 202
FORT LAUDERDALE FL 33309 US

Name Changed: 03/13/2002

Address Changed: 07/30/2004

Officer/Director Detail

Name & Address

Title TD

MILAM, MAX
1145 SAWGRASS CORP PKWY
SUNRISE FL 33323

Title PD

NILES, WARREN
1145 SAWGRASS CORP PKWY
SUNRISE FL 33323

Title VPD

HELY, JOANNA
1145 SAWGRASS CORP PKWY
SUNRISE FL 33323

Title SD

SMITH, MARCUS
1145 SAWGRASS CORP PKWY
SUNRISE FL 33323

Title D

ROMANO, CHIP
1145 SAWGRASS CORP. PKWY.
SUNRISE FL 33323

Annual Reports

Report Year Filed Date

2005	03/18/2005
2006	04/14/2006
2007	03/15/2007

Document Images

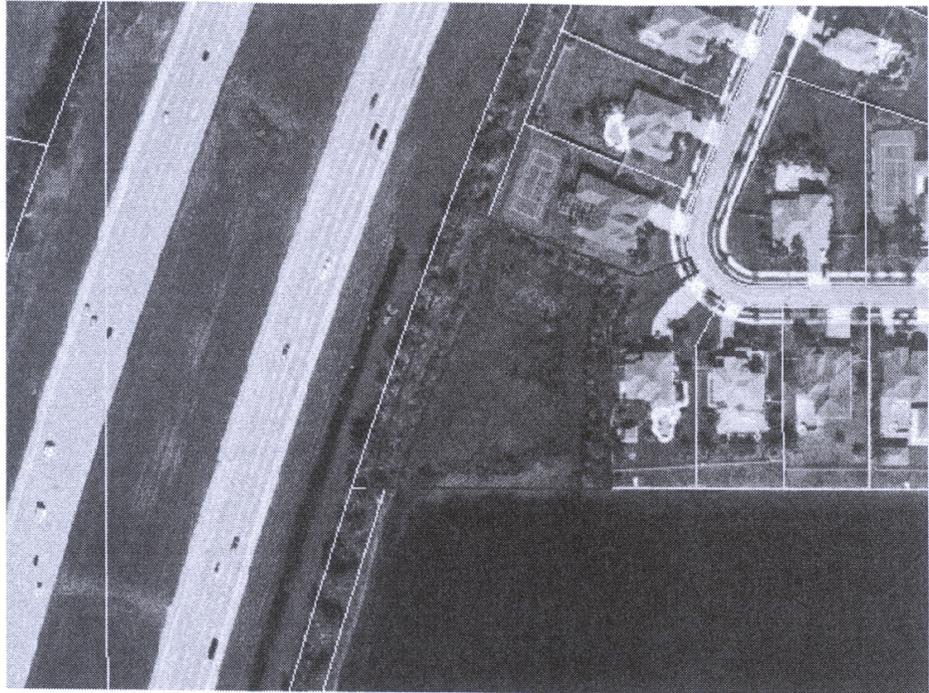
[03/15/2007 -- ANNUAL REPORT](#)
[04/14/2006 -- ANNUAL REPORT](#)
[03/18/2005 -- ANNUAL REPORT](#)
[02/23/2004 -- ANNUAL REPORT](#)
[03/07/2003 -- ANNUAL REPORT](#)
[03/13/2002 -- ANNUAL REPORT](#)
[04/04/2001 -- ANNUAL REPORT](#)
[04/22/2000 -- ANNUAL REPORT](#)
[04/14/1999 -- ANNUAL REPORT](#)
[03/04/1998 -- Domestic Non-Profit](#)

Note: This is not official record. See documents if question or conflict.

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Layers

- Highways
- Major Roads
- Twn-Rng-Sec
- Municipalities
- City Limits
- Zip Codes
- CRA Boundaries
- County Land Use
- City Zoning Codes
- Streets
- Parcels
- Aerials (2007)
- Aerials (2006)
- Aerials (2005)
- Aerials (2004)
- Aerials (2003)
- Aerials (2002)
- Aerials (2001)
- Aerials (2000)
- Aerials (1999)
- Aerials (1998)
- County Boundary



SELECTED PROPERTY-FOLIO: 504016050980

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Legal Description	HIGHLAND RANCH ESTATES 163-28 B TRACT H(CANAL)
Legal Description	HIGHLAND RANCH ESTATES 163-28 B TRACT I(K/A 47.40 AC LAKE)
Legal Description	HIGHLAND RANCH ESTATES 163-28 B TRACT E(OPEN SPACE)
Legal Description	HIGHLAND RANCH ESTATES 163-28 B TRACT J(BUFFER)
Legal Description	HIGHLAND RANCH ESTATES 163-28 B TRACT D(BUFFER)
Legal Description	HIGHLAND RANCH ESTATES 163-28 B TRACT C(PVT RD)
Legal Description	HIGHLAND RANCH ESTATES 163-28 B TRACT B(PVT RD)
Legal Description	HIGHLAND RANCH ESTATES 163-28 B TRACT F(OPEN SPACE)
Legal Description	HIGHLAND RANCH ESTATES 163-28 B TRACT G(CANAL)
Legal Description	HIGHLAND RANCH ESTATES 163-28 B TRACT H(CANAL)

