

# 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 1

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN ARCHSTONE MARINA BAY AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

**REPORT IN BRIEF:** Archstone Marina Bay, 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 Archstone Marina Bay)

RESOLUTION \_\_\_\_\_

**A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN ARCHSTONE MARINA BAY AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.**

**WHEREAS**, Archstone Marina Bay and the Davie Police Department would like to enter into an "Agreement for Traffic Control" and

**WHEREAS**, Archstone Marina Bay 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 \_\_\_\_\_, 2005

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

ATTEST:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2005

**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**

ARCHSTONE MARINA BAY, a Florida Corporation,  
(Name of Corporation)

located at 3711 STATE ROAD 84, DAVIE Florida, hereby  
(Address) & (Phone No.)

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.

**LEGAL DESCRIPTION OF PROPERTY**

(See example - "Exhibit A" attached)

ARCHSTONE MARINA BAY, expressly understands and  
(Name of Corporation)

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, ARCHSTONE MARINA BAY agrees to assist in the criminal prosecution of said offender.

ARCHSTONE MARINA BAY hereby agrees to communicate the terms 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.

ARCHSTONE MARINA BAY further agrees to notify the Town of Davie 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 United States Mail, certified, return receipt requested.

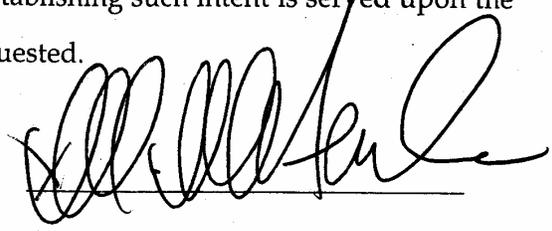
ARCHSTONE MARINA BAY agrees to indemnify and hold the Town of Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action 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.

ARCHSTONE Marina Bay expressly understands and agrees that 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. Marina Bay 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.

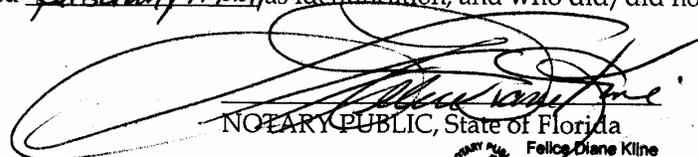
The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of ARCHSTONE Marina Bay a level of prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general 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.



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1<sup>ST</sup> day of Oct 2004, by Mildred McFarlane of Archstone Smith who is personally known to me, or who has produced personally known as identification, and who did/did not take an oath.



NOTARY PUBLIC, State of Florida  
Felice Diane Kline  
My Commission DB033280  
Expires August 06, 2005

MY COMMISSION EXPIRES:

**EXHIBIT "A"**

**DESCRIPTION OF REAL PROPERTY**

**PARCEL 1:**

Parcels "A" and "B" of HACIENDA RIVERFRONT PLAT, according to the Plat thereof, as recorded in Plat Book 146, at Page 48, of the Public Records of Broward County, Florida.

**AND**

**PARCEL 2:**

Lot 21, of HACIENDA FLORES SUBDIVISION UNIT NO. 1, according to the Plat thereof, as recorded in Plat Book 19, at Page 28, of the Public Records of Broward County, Florida, AND that part of the NW ½ of Section 19, Township 50 South, Range 42 East, lying South of the North New River Canal and West of Lot 21, of HACIENDA FLORES SUBDIVISION UNIT NO. 1, as recorded in Plat Book 19, at Page 28, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at a point on the West line of said Lot 21, located 210 feet North of the Southwest corner of said Lot 21; thence run West parallel to State Road No. 84 a distance of 35 feet; thence run North parallel to the West line of said Lot 21, a distance of 260 feet, more or less, to the South bank of said canal; thence run Southeasterly along said South bank 40 feet, more or less, to the Northwest corner of said Lot 21; thence run South 260 feet, more or less, to the POINT OF BEGINNING.

**TOGETHER WITH:**

The West 10 feet of Lot 20, of HACIENDA FLORES SUBDIVISION UNIT NO. 1, according to the Plat thereof, as recorded in Plat Book 19, at Page 28, of the Public Records of Broward County, Florida.

**LESS THAT PART OF:**

Lot 21 and the West 10 feet of Lot 20 of HACIENDA FLORES SUBDIVISION UNIT NO. 1, according to the Plat thereof, as recorded in Plat Book 19, at Page 28, of the Public Records of Broward County, Florida, lying within the following described boundaries:

BEGIN at the Southwest corner of Lot 21 of said HACIENDA FLORES; run thence North 00° 30' 26" West 50.00 feet; thence North 89° 58' 02" East 308.08 feet; thence South 88° 34' 27" East 206.76 feet; thence South 86° 32' 30" East 259.83 feet; thence South 80° 04' 44" East 124.33 feet to a point on the Northerly right of way of State Road 84; thence along said right of way, South 89° 29' 34" West 896.20 feet to the POINT OF BEGINNING.

**AND LESS THAT PART OF:**

Lot 21 and the West 10 feet of Lot 20 of HACIENDA FLORES SUBDIVISION UNIT NO. 1, according to the Plat thereof, as recorded in Plat Book 19, at Page 28, of the Public Records of Broward County, Florida, lying within the following described boundaries:

BEGIN on the West line of Lot 21 of said HACIENDA FLORES as a point North 00° 30' 26" West 50.00 feet from the Southwest corner thereof; run thence North 00° 30' 26" West 127.03 feet to the beginning of a curve concave to the Northeasterly and having a radius of 65.00 feet; thence run from a tangent bearing of South 00° 30' 26" East run along said curve 102.21 feet through a central angle of 90° 05' 58" to the end of said curve; thence North 89° 23' 36" East 242.84 feet; thence South 88° 34' 27" East 211.37 feet; thence South 86° 32' 30" East 484.84 feet to the beginning of a curve concave to the Southwesterly and having a radius of 85.00 feet; thence along said curve 114.63 feet through a central angle of 77° 16' 12" to the end of said curve and the Northerly right of way line of State Road 84; thence along said right of way South 89° 29' 34" West 183.99 feet; thence North 80° 04' 44" West 124.33 feet; thence North 86° 32' 30" West 259.83 feet; thence North 88° 34' 27" West 206.76 feet; thence South 89° 58' 02" West 308.08 feet to the POINT OF BEGINNING.

Said lands situated, lying and being in Broward County, Florida.

## AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and ARCHSTONE MARINA BAY (hereinafter referred to as the "Owner"), agree on this 1<sup>st</sup> day of NOVEMBER, 2004, 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.

### W I T N E S S E T H

**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**

**ATTESTED BY:**

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

\_\_\_\_\_  
**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:

X [Signature]  
Signature

OWNER::

BY: [Signature]

X Dalit Finney  
Print Name

ADDRESS: 3711 State Road 84

[Signature]  
Signature

Davie, FL 33312

Carlos De Nobrega  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of Nov, 2004  
by Mildred McFarlane of Archstone-Smith, who is  
personally known to me, or who has produced FL Drivers License as identification, and  
who did/did not take an oath.

[Signature]  
NO TARY PUBLIC, State of Florida

Felice Diane Kline  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:



Felice Diane Kline  
My Commission DD033280  
Expires August 06, 2005