

## TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers  
**FROM/PHONE:** Margaret Wu, Economic Development Manager (954) 797-2087  
**PREPARED BY:** Margaret Wu, Economic Development Manager  
**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District 1

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE AGREEMENT BETWEEN THE TOWN OF DAVIE AND DAVIE TRAVEL CENTER, INC. AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR EFFECTIVE DATE.

**REPORT IN BRIEF:** The Town of Davie adopted Resolution R-2004-190 which authorized the Mayor to execute an Agreement with Jolmy Enterprises, Inc. which provides the neither party will assert a statute of limitations defense for any claim which may expire between July 1, 2004 and September 1, 2005. On April 4, 2004, the Mayor of the Town of Davie executed an agreement between Jolmy Enterprises, Inc. and the Town of Davie attached as Exhibit A. The Town of Davie adopted Resolution R2005-232 which authorized the Mayor to execute an Agreement with the Davie Travel Center, Inc. which provides that the Waiver Agreement be extended to September 1, 2006. On August 17, 2005 the Mayor of the Town of Davie executed an Agreement between Davie Travel Center, Inc. and the Town of Davie a copy of which is attached as Exhibit B.

The Davie Travel Center, Inc. is requesting that the Waiver Agreement be extended until September 1, 2007.

**PREVIOUS ACTIONS:**

**CONCURRENCES:** n/a

**FISCAL IMPACT:** n/a

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

**Attachment(s):**  
Agreements

RESOLUTION R-2006-

**A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE AGREEMENT BETWEEN THE TOWN OF DAVIE AND DAVIE TRAVEL CENTER, INC. AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING FOR AN AFFECTIVE DATE.**

WHEREAS, the Town of Davie adopted Resolution R-2004-190 which authorized the Mayor to execute an Agreement with Jolmy Enterprises, Inc. which provides that neither party will assert a statute of limitations defense for any claim which may expire between July 1, 2004 and September 1, 2005; and

WHEREAS, on August 4, 2004, the Mayor of the Town of Davie executed an Agreement between Jolmy Enterprises, Inc. and the Town of Davie, a copy of which is attached hereto as Exhibit A; and

WHEREAS, Jolmy Enterprises, Inc. subsequently assigned any interest it has in the Agreement attached hereto as Exhibit A to the Davie Travel Center, Inc.; and

WHEREAS, the Town of Davie adopted R-2005-232 which authorized the Mayor to execute an Agreement with the Davie Travel Center, Inc. which provides that the Waiver Agreement attached hereto as Exhibit A is extended to September 1, 2006; and

WHEREAS, on August 17, 2005, the Mayor of the Town of Davie executed an Agreement between Davie Travel Center, Inc. and the Town of Davie a copy of which is attached hereto as Exhibit B; and

WHEREAS, Davie Travel Center, Inc. is requesting that the Waiver Agreement attached hereto as Exhibit A be extended until September 1, 2007;

NOW, THEREFORE, be it resolved by the Town Council of the Town of Davie, Florida:

SECTION 1: That the Town of Davie does hereby authorize the Mayor to execute the Agreement attached hereto as Exhibit C;

SECTION 2: This Resolution shall take affect immediately upon its passage and adoption;

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2006.

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

ATTEST:

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

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2006.

**AGREEMENT BETWEEN DAVIE TRAVEL CENTER, INC.  
AND THE TOWN OF DAVIE**

This Agreement is entered into between Davie Travel Center, Inc. ("Davie Travel") and the Town of Davie ("Town").

WITNESSETH:

WHEREAS, Davie Travel and the Town believe its in the best interest of each party to extend the waiver of the statute of limitations defense set forth in the Agreement between Jolmy Enterprises, Inc. and the Town of Davie;

NOW, THEREFORE, upon the mutual covenants and conditions contained herein including the forbearance by each party to file any litigation against the other party, the parties do hereby agree as follows:

1. The waiver period set forth in Paragraph 2 of the Agreement between Jolmy Enterprises, Inc. and the Town shall be extended from September 1, 2006 to September 1, 2007.
2. Davie Travel agrees that this extension as well as the Agreement between Jolmy Enterprises, Inc. and the Town concerning the waiver of the statute of limitations shall not be transferable or assignable to any other person or entity.

IN WITNESS WHEREOF the parties have set their hands and seals on the dates shown below:

DAVIE TRAVEL CENTER, INC.

DATED: \_\_\_\_\_

By: \_\_\_\_\_

TOWN OF DAVIE

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
TOM TRUEX, Mayor

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of DAVIE TRAVEL CENTER who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
Typed, printed, or stamped name of Notary Public

My Commission Expires:

STATE OF FLORIDA )  
 )SS  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by TOM TRUEX, the MAYOR of the TOWN, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
Typed, printed, or stamped name of Notary Public

My Commission Expires:

AGREEMENT BETWEEN JOLMY ENTERPRISES, INC.  
AND TOWN OF DAVIE

THIS AGREEMENT is entered into by and between JOLMY ENTERPRISES, INC. and the TOWN OF DAVIE.

WITNESSETH

WHEREAS, JOLMY ENTERPRISES, INC. and the TOWN OF DAVIE each believe, in good faith, that certain causes of action may exist in favor of one party against the other relating to the development of certain real property owned by JOLMY ENTERPRISES, INC. and located in the approximate vicinity of the SE corner of the Florida Turnpike and the I-595 expressway; and

WHEREAS, both parties believe that it is not in the best interest for either party to engage in litigation against the other at the present time; and

WHEREAS, it is possible that the Statute of Limitations, in regard to any such action, may run between July 1, 2004 and September 1, 2005; and

WHEREAS, each party believes it is in the best interest of each party to waive the defense of the Statute of Limitations as a bar to any action which may be brought prior to September 1, 2005 and for which the Statute of Limitations has not run prior to July 1, 2004, which will give the parties an additional period of time in order to resolve certain pending matters;

NOW, THEREFORE, upon the mutual covenants and conditions contained herein, including the forbearance by each party to file any litigation against the other party, the parties do hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct.
2. WAIVER. Each party agrees that in the event a lawsuit is filed by one against the other on or before September 1, 2005, neither party will raise an applicable Statute of Limitations as a defense against any claim which claim will expire as a result of the running of the Statute of Limitations between July 1, 2004, and September 1, 2005.
3. RESERVATION OF RIGHTS. The parties each reserve the right to assert a statute of limitations defense against any claim by one against the other which claim may have been barred by the applicable Statute of Limitations prior to July 1, 2004.

IN WITNESS WHEREOF, the parties have set their hands and seals the dates shown below:

DATED: 7-20-04

JOLMY ENTERPRISES, INC.  
A Florida corporation

BY:   
WILLIAM E. MYERS, President

DATED: 8-4-04

TOWN OF DAVIE

BY:   
TOM TRUEX, Mayor

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM E. MYERS, as President of JOLMY ENTERPRISES, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument, and he swore to and acknowledged before me that he executed same. \_\_\_\_\_ (is personally known to me) or (produced \_\_\_\_\_ as identification) and did take an oath.

WITNESS my hand and official seal in the State and County last aforesaid this 20th day of July, 2004.

Cheryl A. DeJean  
NOTARY PUBLIC

My Commission Expires:



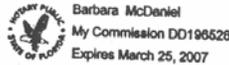
STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared TOM TRUEX, as Mayor of TOWN OF DAVIE, to me known to be the person described in and who executed the foregoing instrument, and he swore to and acknowledged before me that he executed same. Tom Truex (is personally known to me) or (produced \_\_\_\_\_ as identification) and did take an oath.

WITNESS my hand and official seal in the State and County last aforesaid this 5th day of August, 2004.

Barbara McDaniel  
NOTARY PUBLIC

My Commission Expires:



Attached to Resolution R-2004-190

AGREEMENT BETWEEN DAVIE TRAVEL CENTER, INC.  
AND THE TOWN OF DAVIE

This Agreement is entered into between Davie Travel Center, Inc. and the Town of Davie.

WITNESSETH:

WHEREAS, the Davie Travel Center, Inc. and the Town of Davie believe its in the best interest of each party to extend the waiver of the statute of limitations defense set forth in the Agreement between Jolmy Enterprises, Inc. and the Town of Davie;

NOW, THEREFORE, upon the mutual covenants and conditions contained herein including the forbearance by each party to file any litigation against the other party, the parties do hereby agree as follows:

1. The waiver period set forth in Paragraph 2 of the Agreement between Jolmy Enterprises, Inc. and the Town of Davie shall be extended from September 1, 2005 to September 1, 2006.
2. The Davie Travel Center, Inc. agrees that this extension as well as the Agreement between Jolmy Enterprises, Inc. and the Town of Davie concerning the waiver of the statute of limitations shall not be transferable or assignable to any other person or entity.

IN WITNESS WHEREOF the parties have set their hands and seals on the dates shown below:

DATED: 8/16/05

DAVIE TRAVEL CENTER, INC.

By: [Signature]  
General Counsel

DATED: 8/17/05

TOWN OF DAVIE

By: [Signature]  
TOM TRUEX, Mayor

