

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers
FROM/PHONE: Chief John George, (954) 693-8350
PREPARED BY: Nina B. Valdez
SUBJECT: Resolution

AFFECTED DISTRICT: District 4

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN SADDLEBROOK @ DAVIE HOA, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL AND AUTHORITY TO ENTER PREMISES.

REPORT IN BRIEF: Saddlebrook @ Davie HOA, Inc. 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: 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): Motion to approve Resolution

Attachment(s): Resolution Agreement for Traffic Control and Authority to Enter Premises Agreement, and 2006 Corporation Documents (signed by Saddlebrook @ Davie HOA, Inc.)

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN SADDLEBROOK @ DAVIE HOA, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL AND AUTHORITY TO ENTER PREMISES.

WHEREAS, Saddlebrook @ Davie HOA, Inc. and the Davie Police Department would like to enter into an “Agreement for Traffic Control” and “Authority to Enter Premises Agreement”; and

WHEREAS, Saddlebrook @ Davie HOA, Inc. has the authority to sign said agreements, and have 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” and “Authority to Enter Premises Agreement” attached hereto as Exhibit A.

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

PASSED AND ADOPTED THIS _____ day of _____, 2007

MAYOR/COUNCIL MEMBER

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 Saddlebrook @ Davie Hrt Inc (hereinafter referred to as the "Owner"), agree on this 17 day of January, 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

Signature _____ 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:

3.

WITNESSES:

Marc Weinstein
Signature

MARC WEINSTEIN
Print

Sheri Fabiano
Signature

Sheri Fabiano
Print

OWNER:

BY: James Greene
Signature

James Greene
Print

ADDRESS: 1495 North Park Drive

Weston, FL 33326

954-349-8877 Ext. 103
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 17 day of January, 2007
by James Greene, who
is personally known to me, or _____ who has
produced _____ as
identification.

Print Name

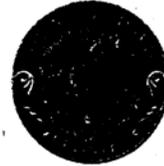
Date: _____

Notary Public: Jill Lauren Koch





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

Saddlebrook @ Davie HOA, Inc., a Corporation/ Owner,
 (Name of Corporation/Name of Owner)

located at 145 North Park Drive Weston, FL 33326 hereby
 (Corporate/Owner Mailing Address & Phone Number) ^{954-349-8777 Ext. 103}

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: SW 33 Court + 136th Way
 _____, Davie, FL
 (Address of Property)

Saddlebrook @ Davie HOA, Inc. 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, Saddlebrook @ Davie HOA Inc agrees to
(Name of Corporation/Owner)

assist in the criminal prosecution of said offender.

Saddlebrook @ Davie HOA Inc 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.

Saddlebrook @ Davie HOA Inc 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.

Saddlebrook @ Davie HOA, Inc 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.

Saddlebrook @ Davie HOA, Inc 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. Saddlebrook @ Davie HOA Inc

(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 Saddlebrook @ Davie, Inc 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:

OWNER:

Marc Weinstein
Signature

BY: James Greese
Signature

MARC WEINSTEIN
Print

James Greese
Print

Sheri Fabian
Signature

ADDRESS: 1495 North Park Drive

Sheri Fabian
Print

Weston, FL 33326

954-349-8877

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)

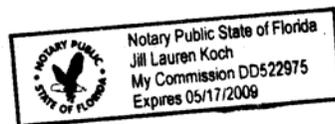
Signature of Attesting Officer, I.D. #

The foregoing instrument was acknowledged before me this 17 day of January, 2007 by James Greese, who is _____ personally known to me, or _____ who has produced _____ as identification.

Print Name

Date: _____

Notary Public: Jill Lauren Koch



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:

Jill Koch 954-914-3837
Gables Property Management
954-349-8877

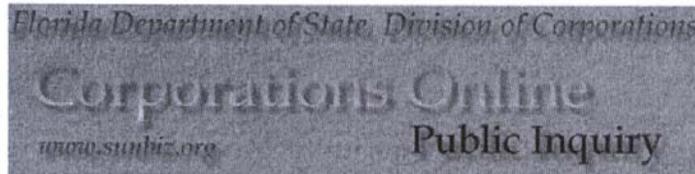
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel "A" of GROVES PARK, according to the Plat thereof, as recorded in Plat Book 165, Page 6 of the Public Records of Broward County, Florida.

TOGETHER WITH

All of the Plat of GROVES PARK PHASE II, according to the Plat thereof, as recorded in Plat Book 164, Page 23 of the Public Records of Broward County



Florida Non Profit

SADDLEBROOK AT DAVIE HOMEOWNERS ASSOCIATION, INC.

PRINCIPAL ADDRESS
 1495 NORTH PARK DRIVE
 FORT LAUDERDALE FL 33326
 Changed 03/27/2006

MAILING ADDRESS
 1495 NORTH PARK DRIVE
 FORT LAUDERDALE FL 33326
 Changed 03/27/2006

Document Number N98000004428	FEI Number 650939287	Date Filed 07/31/1998
State FL	Status ACTIVE	Effective Date NONE
Last Event NAME CHANGE AMENDMENT	Event Date Filed 10/04/1999	Event Effective Date NONE

Registered Agent

Name & Address
GREENE, JIM 3300 CORPORATE AVE SUITE 110

WESTON FL 33331
Name Changed: 04/25/2005
Address Changed: 04/25/2005

Officer/Director Detail

Name & Address	Title
GREENE, JIM 1495 N PARK DR WESTON FL 33326	P
MONCRIEFF, MICHAEL 1495 N PARK DR WESTON FL 33331	VP
WEINSTEIN, MARE 1495 N PARK DR WESTON FL 33331	T
FABIONI, SHERI 1495 N PARK DR WESTON FL 33331	S
GLENOS, PAULA 1495 N PARK DR WESTON FL 33331	D

Annual Reports

Report Year	Filed Date
2004	01/12/2004
2005	04/25/2005
2006	03/27/2006

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View Name History

Document Images

Listed below are the images available for this filing.

<p>03/27/2006 -- ANN REP/UNIFORM BUS REP</p> <p>04/25/2005 -- ANN REP/UNIFORM BUS REP</p> <p>01/12/2004 -- ANN REP/UNIFORM BUS REP</p> <p>02/28/2003 -- COR - ANN REP/UNIFORM BUS REP</p> <p>03/28/2002 -- COR - ANN REP/UNIFORM BUS REP</p> <p>05/07/2001 -- ANN REP/UNIFORM BUS REP</p> <p>07/26/2000 -- ANN REP/UNIFORM BUS REP</p> <p>10/04/1999 -- Name Change</p> <p>08/03/1999 -- ANNUAL REPORT</p> <p>07/31/1998 -- Domestic Non-Profit</p>

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF
QUESTION OR CONFLICT**

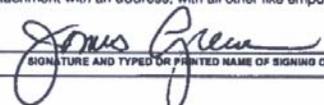
[Corporations Inquiry](#)

[Corporations Help](#)

2006 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

FILED
Mar 27, 2006 8:00 am
Secretary of State

03-27-2006 90282 014 ****61.25

DOCUMENT # N9800004428			
1. Entity Name SADDLEBROOK AT DAVIE HOMEOWNERS ASSOCIATION, INC.		Principal Place of Business C/O GABLES PROPERTY MANAGEMENT, INC. 3300 CORPORATE AVE, SUITE 110 WESTON, FL 33331	
2. Principal Place of Business 1495 North Park Drive Suite, Apt. #, etc.		3. Mailing Address 1495 North Park Drive Suite, Apt. #, etc.	
4. FEI Number 65-0939287		Applied For Not Applicable	
5. Certificate of Status Desired <input type="checkbox"/> \$8.75 Additional Fee Required		01112006 Chg-NP CR2E037 (11/05)	
6. Name and Address of Current Registered Agent GREENE, JIM 3300 CORPORATE AVE SUITE 110 WESTON, FL 33331		7. Name and Address of New Registered Agent	
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.		SIGNATURE _____ <small>Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating)</small> DATE _____	
Filing Fee is \$61.25 Due by May 1, 2006		9. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/> \$5.00 May Be Added to Fees	
Make check payable to Florida Department of State			
10. OFFICERS AND DIRECTORS		11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 10	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	P GREENE, JIM 3300 CORPORATE AVE, SUITE 110 WESTON, FL 33331 <input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition 1495 N. PARK DR 33326
TITLE NAME STREET ADDRESS CITY-ST-ZIP	VP MONCRIEFF, MICHAEL 3300 CORPORATE AVE, SUITE 110 WESTON, FL 33331 <input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition 1495 N. PARK DR 33326
TITLE NAME STREET ADDRESS CITY-ST-ZIP	T WEINSTEIN, MARE 3300 CORPORATE AVE, SUITE 110 WESTON, FL 33331 <input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input checked="" type="checkbox"/> Change <input type="checkbox"/> Addition 1495 N. PARK DR. 33326
TITLE NAME STREET ADDRESS CITY-ST-ZIP	S MARSH, ROLANDO 3300 CORPORATE AVE, SUITE 110 WESTON, FL 33331 <input checked="" type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition SECRETARY SHERI FABIONI 1495 N. PARK DR. WESTON FL 33326
TITLE NAME STREET ADDRESS CITY-ST-ZIP	EVP WINDHAM, SUSAN 3300 CORPORATE AVE, SUITE 110 WESTON, FL 33331 <input checked="" type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition DIRECTOR PAULA GLENOS 1495 N. PARK DR WESTON FL 33326
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.			
SIGNATURE: 		Date: 3/6/06 Daytime Phone #: (854) 236-8304	

20021387



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