

**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 (954) 693-8350

SUBJECT: Resolution

AFFECTED DISTRICT: District 2

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 ESTATES OF ALPINE WOODS CONDOMINIUM AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

REPORT IN BRIEF: Estates of Alpine Woods Condominium 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): Motion to approve the Resolution

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 ESTATES OF ALPINE WOODS CONDOMINIUM AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

WHEREAS, Estates of Alpine Woods Condominium and the Davie Police Department would like to enter into an “Agreement for Traffic Control and

WHEREAS, Estates of Alpine Woods Condominium 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.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

MAYOR/COUNCILMEMBER

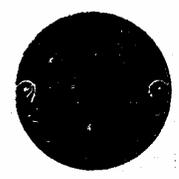
ATTEST:

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 ESTATES OF ALPINE WOODS CONDOMINIUM hereinafter referred to as the "Owner"), agree on this 1 day of SEPTEMBER, 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

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:

3.

WITNESSES:

[Signature]
Signature

RICHARD MARKOWITZ
Print

[Signature]
Signature

Kevyn Markowitz
Print

OWNER:

BY: [Signature]
Signature FOR THE ASSOCIATION

Denise Raska, President
Print

ADDRESS: 8046 Bridle Path Ct.

Davie FL 33328

954-610-9872
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)

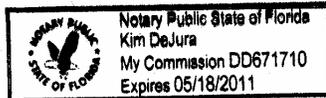
Signature of Attesting Officer, I.D. #

The foregoing instrument was acknowledged before me this 20 day of September 2007 by Denise Raska, 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

Estates of Alpine Woods Association, Inc., a Corporation/ Owner,
 (Name of Corporation/Name of Owner)

located at 8646 Bridle Path Ct, Davie, FL 33328 hereby
 (Corporate/Owner Mailing Address & Phone Number)

954-720-0911 (Mgmt Co.) or 954-610-9872 (Assn President 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.

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).

DBA: n/a, Davie, FL
 (Address of Property)

EAW Assn, Inc., 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, EAW ASSN INC. agrees to
(Name of Corporation/Owner)

assist in the criminal prosecution of said offender.

EAW ASSN 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.

EAW ASSN 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.

EAW ASSN 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.

EAW ASSN 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. EAW ASSN 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 EAW Assn Inc 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

RICHARD MARKOWITZ
Print

[Signature]
Signature

Kevin Markowitz
Print

OWNER:

BY: [Signature]
Signature

FOR THE ASSOCIATION
Denise Raska, President
Print

ADDRESS: 8646 Bridle Path Ct.

Davie, FL 33328

954 610 9872

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. #

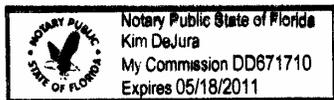
Print Name

Date: _____

The foregoing instrument was acknowledged before me this 20 day of September, 2007 by Denise Raska, who is personally known to me, or _____ who has produced _____ as identification.

Notary Public: [Signature]

3.



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

-No-

Print Names and List Phone Numbers of
EMERGENCY CONTACTS:

Richard Markowitz 954 473-1174
Mary Stiller 954 476-9224
Sam Simon 954 472-7756

EXHIBIT "A"

Legal Description of Property

CONDO UNIT	101B
CONDO UNIT	102B
CONDO UNIT	103A
CONDO UNIT	104A
CONDO UNIT	105A
CONDO UNIT	106A
CONDO UNIT	107B
CONDO UNIT	108B
CONDO UNIT	109A
CONDO UNIT	110A
CONDO UNIT	111A
CONDO UNIT	112A
CONDO UNIT	113B
CONDO UNIT	114B
CONDO UNIT	115A
CONDO UNIT	116A
CONDO UNIT	117A
CONDO UNIT	118A
CONDO UNIT	119B
CONDO UNIT	120B

of **ALPINE WOODS ESTATES 1**,
as recorded in the public records
of Broward County, Florida

CONDO UNIT	200
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of ALPINE WOODS ESTATES 2,
as recorded in the public records
of Broward County, Florida

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



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No Name History

Detail by Entity Name

Florida Non Profit Corporation

ESTATES OF ALPINE WOODS ASSOCIATION, INC.

Filing Information

Document Number 738807
FEI Number 591801051
Date Filed 04/22/1977
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 09/29/1995
Event Effective Date NONE

Principal Address

8646 BIRDLE PATH CT
DAVIE FL 33328 US

Changed 04/21/1994

Mailing Address

8646 BIRDLE PATH CT
DAVIE FL 33328 US

Changed 04/01/2005

Registered Agent Name & Address

D&B PROPERTY MANAGEMENT SERVICES, INC.
7300 WEST MCNAB ROAD
SUITE 220
TAMARAC FL 33321 US

Name Changed: 04/28/2006

Address Changed: 04/12/2007

Officer/Director Detail

Name & Address

Title P

RASKA, DENISE
8625 BRIDLE PATH CT
DAVIE FL 33328

Title VP

MARKOWITZ, RICHARD
8629 BRIDLE PATH CT
DAVIE FL 33328

Title S

MADZI, JOANN
8660 BRIDLE PATH CT
DAVIE FL 33328

Title T

MARKOWITZ, RICHARD
8629 BRIDLE PATH CT
DAVIE FL 33328

Annual Reports

Report Year Filed Date

2005	04/01/2005
2006	04/28/2006
2007	04/12/2007

Document Images

[04/12/2007 -- ANNUAL REPORT](#)

[04/28/2006 -- ANNUAL REPORT](#)

[04/01/2005 -- ANNUAL REPORT](#)

[08/27/2004 -- ANNUAL REPORT](#)

[03/07/2003 -- ANNUAL REPORT](#)

[04/11/2002 -- ANNUAL REPORT](#)

[04/04/2001 -- ANNUAL REPORT](#)

[01/21/2000 -- ANNUAL REPORT](#)

[02/22/1999 -- ANNUAL REPORT](#)

[01/27/1998 -- ANNUAL REPORT](#)

[01/24/1997 -- ANNUAL REPORT](#)

[04/18/1996 -- ANNUAL REPORT](#)

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

2007 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 738807

**FILED
Apr 12, 2007
Secretary of State**

Entity Name: ESTATES OF ALPINE WOODS ASSOCIATION, INC.

Current Principal Place of Business:

8646 BIRDLE PATH CT
DAVIE, FL 33328 US

New Principal Place of Business:

Current Mailing Address:

8646 BIRDLE PATH CT
DAVIE, FL 33328 US

New Mailing Address:

FEI Number: 59-1801051 **FEI Number Applied For ()** **FEI Number Not Applicable ()** **Certificate of Status Desired ()**

Name and Address of Current Registered Agent:

D&B PROPERTY MANAGEMENT SERVICES, INC.
7300 WEST MCNAB ROAD
SUITE 219
TAMARAC, FL 33321 US

Name and Address of New Registered Agent:

D&B PROPERTY MANAGEMENT SERVICES, INC.
7300 WEST MCNAB ROAD
SUITE 220
TAMARAC, FL 33321 US

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.

SIGNATURE: _____

04/12/2007

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: P () Delete
Name: TOWER, ANDREA
Address: 8656 BRIDLE PATH CT
City-St-Zip: DAVIE, FL 33328

Title: VP () Delete
Name: FRANCIS, KAY
Address: 8618 BRIDLE PATH CT
City-St-Zip: DAVIE, FL 33328

Title: S () Delete
Name: RASKA, DENISE
Address: 8625 BRIDLE PATH CT
City-St-Zip: DAVIE, FL 33328

Title: T () Delete
Name: MARKOWITZ, RICHARD
Address: 8629 BRIDLE PATH CT
City-St-Zip: DAVIE, FL 33328

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: P (X) Change () Addition
Name: RASKA, DENISE
Address: 8625 BRIDLE PATH CT
City-St-Zip: DAVIE, FL 33328

Title: VP (X) Change () Addition
Name: MARKOWITZ, RICHARD
Address: 8629 BRIDLE PATH CT
City-St-Zip: DAVIE, FL 33328

Title: S (X) Change () Addition
Name: MADZI, JOANN
Address: 8660 BRIDLE PATH CT
City-St-Zip: DAVIE, FL 33328

Title: () Change () Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the for the exemption stated 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 electronic 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 above, or on an attachment with an address, with all other like empowered.

SIGNATURE: D & B PROPERTY MANAGEMENT SERVICES INC

RA

04/12/2007

Electronic Signature of Signing Officer or Director

Date

