

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BOARD APPOINTMENT SUMMARY

Meeting Date: January 11, 2011

Department: Parks and Recreation

Submitted By: Parks and Recreation

Advisory Board Name: Boynton Beach Municipal Golf Course Advisory Committee

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to reappoint: one regular at-large County member to the Boynton Beach Municipal Golf Course Advisory Committee for a term of five (5) years, June 21, 2010 to June 20, 2015.

<u>Nominee</u>	<u>Seat No.</u>	<u>Requirement</u>	<u>Nominated By:</u>
Arthur Matthews, Jr.	1	Citizen at Large	Commissioner Karen T. Marcus Commissioner Steven L. Abrams Commissioner Priscilla A. Taylor

**Summary:** The Board of County Commissioners, according to the Agreement with the City of Boynton Beach, appoints two (2) regular members and one (1) alternate member to the Boynton Beach Municipal Golf Course Advisory Committee. Mr. Matthews has filled Seat No. 1 since December 21, 1999, and desires to be reappointed. Mr. Matthews has satisfied the Ethics Training requirements. Notice was sent to the Commissioners on November 5, 2010, asking for nominations to fill this vacancy. Countywide (AH)

**Background and Justification:** In 1981, the Board of County Commissioners and the City of Boynton Beach, upon the lease of golf course property from the County to the City, approved an Operating Statement for the Advisory Committee. The Operating Statement and Lease Agreement, as amended in 1990, provide for the appointment by the County of two (2) regular members and one (1) alternate member to the Committee for five (5) year terms each.

**Attachments:**

1. Board Appointment Forms
2. Current Listing of Advisory Committee Members
3. Written notice to Commissioners
4. Completed Code of Ethics Forms

Recommended by: [Signature] 12/20/10  
Department Head Date

Legal Sufficiency: Anne Helgert 12/29/10  
Assistant County Attorney Date

## II. REVIEW COMMENTS

**Other Department Review:**

\_\_\_\_\_  
Department Director

REVISED 10/95  
ADM FORM 01

This summary is not to be used as a basis for payment.

G:NBeale/Agendas/BoardAppt.BoyntonBchAdvisoryComm

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ADVISORY BOARD NOMINEE INFORMATION FORM**

*The information provided on this form will be used by County Commissioners and/or the entire Board in considering your nomination. This form MUST BE COMPLETED IN FULL. Answer "none" or "not applicable" where appropriate. Further, please attach a biography or résumé to this form.*

**Part I (to be filled out by Department):** (Please Print)

Board Name: Boynton Beach Municipal Golf Course Advisory Committee

☒ At Large Appointment

or

☐ District Appointment

Term of Appointment: 5 Years.

From: 2010

To: 2015

Seat Requirement: None

Seat #: 1

☒ \*Reappointment

or

☐ New Appointment

or ☐ to complete the  
term of \_\_\_\_\_

Due ☐ resignation ☐ other  
to: \_\_\_\_\_

Completion of term to  
expire on: \_\_\_\_\_

**\*When a person is being considered for re-appointment, the number of previous disclosed voting conflicts shall be considered by the Board of County Commissioners.**

\_\_\_\_\_ Number of previously disclosed voting conflicts during the previous term

**\*Part II (to be filled out and signed by Applicant):** (Please Print)

**APPLICANT, UNLESS EXEMPTED, MUST BE A COUNTY RESIDENT**

Name:

MATTHEWS, JR.  
Last

ARTHUR  
First

LEE  
Middle

Occupation/Affiliation:

SUBSTITUTE TEACHER

Business Name:

L.C. SWAIN MIDDLE SCHOOL

Business Address:

GREEN ACRES

City & State

GREEN ACRES, FLORIDA Zip Code: \_\_\_\_\_

Residence Address:

3341 LAKE WORTH

City & State

LAKE WORTH

Zip Code:

33467

Home Phone:

(561) 966-9177

Business Phone: ( )

Ext. \_\_\_\_\_

Cell Phone:

(561) 329-6763

Fax: ( )

Email Address:

ART1919@COMCAST.NET

Mailing Address preference: ☐ Business ☒ Residence

Have you ever been convicted of a felony: Yes \_\_\_\_\_ No ☒

If Yes, state the court, nature of offense, disposition of case and date: \_\_\_\_\_

**Minority Identification Code:**

☐ IF (Native-American Female)

☐ IM (Native-American Indian Male)

☐ AF (Asian-American Female)

☐ AM (Asian-American Male)

☐ BF (African-American Female)

☒ BM (African-American Male)

☐ HF (Hispanic-American Female)

☐ HM (Hispanic-American Male)

☐ WF (Caucasian Female)

☐ WM (Caucasian Male)

\*Applicant's Signature: \_\_\_\_\_

Date: 10-8-10

**Part III (to be filled out by Commissioner):**

Appointment to be made at BCC Meeting on: \_\_\_\_\_

Commissioner's Signature: Andy DeSalvo for

Date: 11/22/10

Comm. Karen T. Marcus

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## Revised 1/2010

*The information provided on this form will be used by County Commissioners and/or the entire Board in considering your nomination. This form MUST BE COMPLETED IN FULL. Answer "none" or "not applicable" where appropriate. Further, please attach a biography or résumé to this form.*

## Revised 1/2010



**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BOYNTON BEACH MUNICIPAL GOLF COURSE ADVISORY COMMITTEE**

**I. AUTHORITY :**

Resolution No. R-81-914 adopted July 21, 1981.

**II. APPOINTING BODY :**

Board of County Commissioners

**III. COMPOSITION, QUALIFICATIONS, TERMS & REMOVAL :**

This Board is composed of five (5) members: three (3) appointed by the City of Boynton Beach and two (2) appointed by the BCC. All appointments are for a term of five (5) years. This Board also has two (2) alternate City appointments, and one (1) County alternate who serve terms of five (5) years each.

**IV. MEETINGS :**

As needed.

**V. FUNCTIONS :**

This Advisory Committee was created through the terms of a lease agreement executed by the BCC of Palm Beach County and the Mayor and City Council of Boynton Beach. Through the terms of the lease agreement, the City has established this Advisory Committee to "advise the City on planning, construction, maintenance and operations of the golf course" excluding budgetary and personnel matters.

**VI. LIAISON INFORMATION :**

**LIAISON DEPARTMENT**

Parks and Recreation

**CONTACT PERSON**

Jon Herrick

**ADDRESS**

2700 Sixth S Ave  
Lake Worth FL 33461  
Phone # 561-966-6626

081.2



BOYNTON BEACH MUNICIPAL GOLF COURSE ADVISORY COMMITTEE

SEAT ID	CURRENT MEMBER	ROLE TYPE	RACE CODE	BUSINESS / HOME PHONE	SEAT REQUIREMENT	APPOINT DATE	RE-APPOINT DATE	EXPIRE DATE
Appointed By : AT Large								
1	Arthur Matthews, Jr. 3341 Lago De Talavera Lake Worth FL 33467	Member	AA	561-966-9177	No Special Requirement	12/21/1999	06/21/2005	06/20/2010
NOMINATED BY :								
2	James Smith 8922 Raven Rock Ct Boynton Beach FL 33437	Member	EA	561-964-1905	No Special Requirement	08/19/1997	02/05/2008	02/04/2013
NOMINATED BY :								
2	Ronald Levy 7657 Royal River Ln Lake Worth FL 33467	Alternate Member A	EA	561-642-9270	No Special Requirement	06/20/2006		06/19/2011
NOMINATED BY :								
Appointed By : City Of Boynton Beach								
3	Herbert Suss 1711 Wood Fern Dr Boynton Beach FL 33436	Member	UN	561-734-9984	No Special Requirement		06/02/2008	06/01/2013
NOMINATED BY :								

**Appointed By : City Of Boynton Beach**

4	Arthur Gabler 2782 Wood Fern Dr Boynton Beach FL 33436	Member	UN	561-732-2158	Exp. In Aviation & Airports	06/6/2011
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**NOMINATED BY :**

5	Lynda Frederick 1508 SW 7th Ave Boynton Beach FL 33426	Member	UN	561-732-2874	No Special Requirement	06/6/2010
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**NOMINATED BY :**

5	Corrado Giangreco 620 Horizons W Apt 206 Boynton Beach FL 33435	Alternate Member A	UN	561-736-5725	No Special Requirement	06/6/2011
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**NOMINATED BY :**



AMENDED LEASE AGREEMENT

AMENDS

THIS AMENDED LEASE AGREEMENT made and executed on MAY 22 1990, 1990, by and between the County of Palm Beach, a political subdivision of the State of Florida, herein referred to as the "County," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of the State of Florida, herein referred to as the "City,"

W I T N E S S E T H:

1. That in consideration of the covenants herein contained, on the part of the City to be kept and performed, the County does hereby lease to the City the real property described as:

The Northwest 1/4 of the Southwest 1/4; and the Southeast 1/4 of the Southwest 1/4; and the West 1/2 of the Northeast 1/4 of the Southwest 1/4; and the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4; and the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 45 South, Range 42 East, Palm Beach County, Florida.

Containing 150 acres, more or less.

herein referred to as the "Property."

2. The City agrees to develop and maintain a public golf course on the Property according to the terms of this Agreement.

3. The City agrees to use the Property for the development, construction and operation of a public golf course and for those matters incidental thereto, and for no other purpose whatsoever without the express written consent of the County.

4. The term of this lease shall be for 99 years, commencing on the day the last of the parties executes this agreement and extending for 99 years unless terminated sooner as provided for in section 5 of this agreement.

5. This Agreement and all rights created hereunder, of whatever nature, shall terminate, cease and be at an end and will be null and void upon the occurrence of the following:

- Within two and one-half (2-1/2) years from the date of this agreement, the City fails to complete a feasibility and development study for use of the property as a public golf course;
- Within two and one-half (2-1/2) years from the date of this agreement, the City fails to give formal and final approval to proceed with a bond issue for financing of the golf course;
- At any time the City indicates it will not proceed or abandons plans to proceed with development of the golf course;
- After construction, at any time the City indicates that it will no longer operate and maintain the Property as a public golf course, or for any reason fails to do so;
- The City violates any other covenant or provision of this agreement.

RECORDER'S MEMO: Legibility  
in Writing, Typing or Printing  
in this document

6. All improvements placed on the property by the City at termination of the lease shall become the sole and exclusive property of the County free of any and all claims of the City.

7. The City agrees to establish a five-member advisory committee to advise the City on planning, construction, maintenance and operation of the golf course. The membership of the committee shall be three (3) members appointed by the City and two (2) members appointed by the County. In addition, three alternates will be appointed, two (2) by the City and one (1) by the County, to replace absent members at these Advisory Committee meetings. City alternates, only, will replace absent City members and the County Alternate, only, will replace an absent County member for that specific meeting, only.

8. The City agrees to establish a membership ratio consisting of 70% City residents and 30% non-city, County residents. Initially, then 65% City residents and 35% non-city, County residents after the fifth year of operation. It is further agreed that the change in ratio will be accomplished by attrition rather than involuntary loss of membership and if there does not exist a sufficient demand to fill either category, the vacancies may be filled on a first come basis by residents of the other category.

9. The City agrees that non-member fee play will be open to all and non-city residents may use the course on the same terms, fees, and conditions as City residents.

10. The City agrees not to sublease any portion of the property for purposes other than those related to a golf course.

11. The City agrees to submit a copy of the final development plans for the golf course to the County and further agrees that any portion of the property which is not necessary for development is, by operation of this section, released from the terms of this lease and shall belong to the County, free and clear from any leasehold interest created under this instrument.

12. The City shall, at all times, comply with all statutes, rules, orders, regulations and requirements of the Federal, State, and County governments, departments and bureaus.

13. The City agrees that it will keep all buildings and structures existing on the premises, or any improvements hereafter made on the premises, in a good state of repair and preservation at all times, and shall not permit, commit or suffer any waste, impairment or deterioration of such buildings or improvements or any part thereof, ordinary wear and tear, excepted, and damage by the natural elements excluded.

14. The City agrees that it will permit the authorized officers or employees of the County, at all reasonable times, to enter on to the premises and into any improvements to view the conditions thereof.

15. At the expiration or termination of this lease, the City agrees to surrender peaceable and quiet possession of the leased premises without further demands, in good condition, ordinary wear and tear alone excepted.

16. The County shall not be liable for any loss, injury, death or damage to persons or property which, at any time, may be suffered on sustained by the City or by any person who may, at any time, be using or occupying or visiting the leased premises or be in, on or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from, or arise out of any act, omission or negligence of the City or of any occupant, subtenant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing, whether of the same kind as, or of a

different kind, than the matters or things set forth. The City shall indemnify the County against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. The City hereby waives all claims against the County for damages to the building and improvements that are now on or hereafter placed, or built on, the premises and to the property of the City in, on or about the premises, for injuries to persons or party in or about the premises, from any cause arising at any time. The three preceding sentences shall not apply to loss, injury, death or damage arising by reason of negligence of misconduct of the County, its agents, or employees.

17. The waiver by the County of, or the failure of the County to take action with respect to, any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach of the same, or any other term, covenant or condition herein contained.

18. Time is of the essence of this lease and each and every covenant, term, condition and provision hereof.

19. If any action at law or in equity shall be brought to enforce, condition or covenant of this agreement or to interpret any of the covenants, terms or conditions of this lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney fees, the amount of which shall be fixed by the Court and shall be made a part of any Judgment or Decree rendered.

20. The City shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the premises and all activities conducted thereon. The County shall have no responsibility of any kind for any thereof.

WITNESS our HANDS and SEALS this MAY 22 1990 day of MAY 22 1990, 1990.

ATTEST:  
JOHN B. DUNNLE Clerk

PALM BEACH COUNTY FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY Richard F. Gaud

BY Carl E. Gaud

ATTEST:

CITY OF BOYNTON BEACH MAY 22 1990

BY Betty J. Brown  
Clerk

BY Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

R 90 8710

BY Raymond R.

AMENDS  
R-80-235

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

James M. Smith  
COUNTY ATTORNEY

R 90-871D

RESOLUTION NO. R-80- 235

RESOLUTION AUTHORIZING THE EXECUTION OF  
A LEASE AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE CITY OF BOYNTON BEACH FOR PROPERTY  
TO BE DEVELOPED BY THE CITY AS A PUBLIC  
GOLF COURSE.

WHEREAS, Palm Beach County owns a tract of land located  
west of Boynton Beach consisting of 150 acres, more or less, and

WHEREAS, currently said tract of land is not being used,  
and

WHEREAS, Palm Beach County and the City of Boynton  
Beach wish to pool their resources to provide a public golf  
course, and

WHEREAS, under the terms of the attached Agreement,  
Palm Beach County will lease the property to Boynton Beach for 99  
years and Boynton Beach will develop the property into a golf  
course and thereafter operate and maintain the course, and

WHEREAS, the land will be released automatically from  
the City's leasehold interest if, within two and one-half (2-1/2)  
years the City fails to complete a feasibility and development  
study or fails to give final approval to proceed with a bond  
issue for financing of the project, or at any time the City  
indicates its intention not to proceed with the project, and

WHEREAS, participation of Palm Beach County in the  
project is limited to leasing of the property to the City, and

WHEREAS, this Agreement serves the public's best interest  
by utilizing the resources of two cooperating governmental bodies  
to provide a needed recreational facility in Palm Beach County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA that the Chairman and  
the Clerk of the Board of County Commissioners are authorized to  
execute the attached Lease Agreement in quadruplicate.

The foregoing Resolution was offered by Commissioner  
Bailey, who moved its adoption. The motion was seconded by  
Commissioner Foster  
and, upon being put to a vote, the vote  
was as follows:

DENNIS P. KOEHLER  
FRANK H. FOSTER  
PEGGY B. EVATT  
NORMAN R. GREGORY  
BILL BAILEY

- Aye  
- Aye  
- Absent  
- Absent  
- Aye

RECORDER'S MEMO: Legality  
by W.H. Typing or Printing  
unsatisfactory in this document  
when received.

BOOK 0890 PAGE 253

R 90 8710

( R 80 27 )

The Chairman thereupon declared the Resolution duly  
passed and adopted this 12th day of February, 1980.

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS  
JOHN B. DUNKLE, Clerk

BY James K. Chiswick  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY [Signature]  
County Attorney

FILED THIS 12th DAY OF  
February 1980  
AND RECORDED IN RESOLUTION  
MINUTE BOOK NO. 1717 AT  
PAGE 15-30 RETURNED VERIFIED  
JOHN B. DUNKLE, CLERK  
BY Kathleen S. Miller, S.C.

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

R 90 871D

LEASE AGREEMENT

80.235

THIS LEASE AGREEMENT made and executed on February 12, 1980, by and between the County of Palm Beach, a political subdivision of the State of Florida, herein referred to as the "County," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of the State of Florida, herein referred to as the "City."

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

1. That in consideration of the covenants herein contained, on the part of the City to be kept and performed, the County does hereby lease to the City the real property described as:

The Northwest 1/4 of the Southwest 1/4; and the Southeast 1/4 of the Southwest 1/4; and the West 1/2 of the Northeast 1/4 of the Southwest 1/4; and the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4; and the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 45 South, Range 42 East, Palm Beach County, Florida.

Containing 150 acres, more or less.

herein referred to as the "Property."

2. The City agrees to develop and maintain a public golf course on the Property according to the terms of this Agreement.

3. The City agrees to use the Property for the development, construction and operation of a public golf course and for those matters incidental thereto, and for no other purpose whatsoever without the express written consent of the County.

4. The term of this lease shall be for 99 years, commencing on the day the last of the parties executes this agreement and extending for 99 years unless terminated sooner as provided for in section 5 of this Agreement.

5. This Agreement and all rights created hereunder, of whatever nature, shall terminate, cease and be at an end and will be null and void upon the occurrence of the following:

a. within two and one-half (2-1/2) years from the date of this agreement, the City fails to complete a feasibility and development study for use of the property as a public golf course;

b. within two and one-half (2-1/2) years from the date of this agreement, the City fails

RECORDED'S MEMO: Legally  
Working, Typing or Printing  
Furnished in this document  
Date Received

BOOK 0890 PAGE 255

R 90 871 D

to give the Board and final approval to proceed with a bond issue for financing of the golf course;

c. at any time the City indicates it will not proceed or abandons plans to proceed with development of the golf course;

d. after construction, at any time the City indicates that it will no longer operate and maintain the property as a public golf course, or for any reason fails to do so;

e. the City violates any other covenant or provision of this agreement.

6. All improvements placed on the Property by the City at the termination of the lease shall become the sole and exclusive property of the County free of any and all claims of the City.

7. The City agrees to establish a five-member advisory committee to advise the City on planning, construction, maintenance and operation of the golf course. The membership of the committee shall be three (3) members appointed by the City and two (2) members appointed by the County.

8. The City agrees to establish a membership ratio consisting of 70% City residents and 30% non-city, County residents initially; then 65% City residents and 35% non-city, County residents after the fifth year of operation. It is further agreed that the change in ratio will be accomplished by attrition rather than involuntary loss of membership and, if there does not exist a sufficient demand to fill either category, the vacancies may be filled on a first-come basis by residents of the other category.

9. The City agrees that non-member fee play will be open to all and non-City residents may use the course on the same terms, fees and conditions as City residents.

10. The City agrees not to sublease any portion of the property for purposes other than those related to a golf course.

11. The City agrees to submit a copy of the final development plans for the golf course to the County and further agrees that any portion of the Property which is not necessary for development is, by operation of this section, released from the terms of this lease and shall belong to the County, free and clear from any leasehold interest created under this instrument.

R 80 20-17  
12. The City shall, at all times, comply with all statutes, rules, orders, regulations and requirements of the Federal, State and County governments, departments and bureaus.

13. The City agrees that it will keep all buildings and structures existing on the premises, or any improvements hereafter made on the premises, in a good state of repair and preservation at all times, and shall not permit, commit or suffer any waste, impairment or deterioration of such buildings or improvements or any part thereof, ordinary wear and tear excepted, and damage by the natural elements excluded.

14. The City agrees that it will permit the authorized officers or employees of the County, at all reasonable times, to enter on to the premises and into any improvements to view the conditions thereof.

15. At the expiration or termination of this lease, the City agrees to surrender peaceable and quiet possession of the leased premises without further demands, in good condition, ordinary wear and tear alone excepted.

16. The County shall not be liable for any loss, injury, death or damage to persons or property which, at any time, may be suffered or sustained by the City or by any person who may, at any time, be using or occupying or visiting the leased premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by, or in any way result from, or arise out of any act, omission or negligence of the City or of any occupant, tenant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing, whether of the same kind as, or of a different kind, than the matters or things set forth. The City shall indemnify the County against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. The City hereby waives all claims against the County for damages to the building and improvements that are on or hereafter placed, or built on, the premises and to the property of the City in, on or about the premises, for injuries to persons or property in or about the premises, from any cause arising at any time. The three preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or conduct of the County, its agents, or employees.



18. The waiver by the County, of, or the failure of the County to take action with respect to any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach of the same, or any other term, covenant or condition herein contained.

80 235

19. Time is of the essence of this lease and each and every covenant, term, condition and provision hereof.

20. If any action at law or in equity shall be brought to enforce, condition or covenant of this agreement or to interpret any of the covenants, terms or conditions of this lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney fees, the amount of which shall be fixed by the Court and shall be made a part of any Judgment or Decree rendered.

21. The City shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the premises and all activities conducted thereon. The County shall have no responsibility of any kind for any thereof.

WITNESS our HANDS and SEALS this 12<sup>th</sup> day of February 1980.

ATTEST:

JOHN B. DUNKLE, Clerk  
BY [Signature]  
Deputy Clerk

PALM BEACH COUNTY FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS  
BY [Signature]  
Chairman

ATTEST:

BY [Signature]

CITY OF BOYNTON BEACH

BY [Signature]

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY [Signature]  
County Attorney

BOOK 0890 PAGE 258

R 90 871D

I, THOMAS PADGETT, City Clerk of the City of Boynton Beach, Florida, do hereby certify that the above and foregoing three (3) pages is a true and correct copy of the LEASE AGREEMENT between Palm Beach County and the City of Boynton Beach on the 150-acre parcel of land located in Section 11, Township 45 South, Range 42 East, Palm Beach County, Florida.

RECORDERS MEMO: Legibility of Writing, Typing or Printing satisfactory in this document when read.

[Signature]

Meeting Date: May 22, 1990

Agenda Item #1

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

4C-1

R-90-871-D

R-90-871-D

R-P 5-6

Consent ☒ Regular ☐ Ordinance ☐ Public Hearing ☐

I. EXECUTIVE BRIEF:

Request Submitted By: PARKS AND RECREATION DEPARTMENT  
For: PARKS AND RECREATION DEPARTMENT

Motion and Title:

Staff recommends motion to approve: AMENDS R-80-235  
Boynton Beach Municipal Golf Course and ~~Amendment to~~ Operating Statement  
for Boynton Beach Municipal Golf Course Advisory Committee. R-81-914  
SEE → R-81-914

SUMMARY: Since 1980, the City of Boynton Beach has leased the Municipal Golf Course property from the County and the County has been authorized to appoint two regular members to the Golf Course Advisory Committee. Historically, however, a County Alternate has been appointed although no authorization for such an appointment formally existed. These amendments allow for alternates (one County appointed, two City appointed) and set forth terms.

Background and Justification:

In 1981, the City and the County began appointing alternates to the Boynton Beach Municipal Advisory Committee. However, the Lease Agreement and Operating Statement were never amended to allow for these appointments. The City of Boynton Beach has approved the amendments authorizing alternate appointments and the City is requesting that the County approve these amendments.

Attachments:

- Amended Operating Statement and Lease Agreement
- Resolution R-80-235
- Correspondence to Commissioner Elmquist
- Original Operating Statement and Lease Agreement

(SEE PAGE 2 FOR OFMB/PRM COMMENTS.)

Recommended by: *Richard E. Williams*  
Department Director

R 90 871D

4/30/90  
Date

Reviewed by: *John M. Little*  
OFMB Signature

5/1/90  
Date

Legal Sufficiency: *James M. Scallott*  
County Attorney

5/4/90  
Date

Approved by: *James M. Scallott*  
Assistant County Attorney

5/7/90  
Date

ATTACHMENT

BOYNTON BEACH MUNICIPAL GOLF COURSE  
ADVISORY COMMITTEE - OPERATING STATEMENT

R 90 8720

AMENDS

R-81-714

I. CREATION

The Boynton Beach Municipal Golf Course Advisory Committee was created through the terms of a lease agreement executed by the Board of County Commissioners of Palm Beach County and the Mayor and City Council of Boynton Beach, dated February 12, 1980. Through the terms of the lease agreement, the City has established this Advisory Committee to "advise the City on planning, construction, maintenance and operation of the golf course."

II. MEMBERSHIP

The membership of the Boynton Beach Municipal Golf Course Advisory Committee, in accordance with the lease agreement referenced above, has five members -- three of whom are appointed by the City and two of whom are appointed by the County.

In addition, the Committee has three alternates, two (2) appointed by the City and one (1) by the County. Alternates will substitute for absent members as needed at each meeting. City alternates, only, will replace absent City members and the County alternate, only, will replace an absent County member.

Candidates for membership, or as alternates, must submit in writing, an indication of their interest in serving on the committee. The written submission must include information that outlines the candidates specific knowledge and experience that is directly related to golf course operation.

III. TERMS OF MEMBERSHIP

The five members first appointed shall serve through the first year of golf course operation and for staggered terms of one, two, three, four, or five years thereafter. Subsequent appointments shall be for overlapping five year terms.

In making the initial appointment, the City will indicate which member will have a term of one year, a term of three years and a term of five years. In making its initial appointments of two members, the Board of County Commissioners will indicate which member should serve a term of two years or a term of four years. At the completion of the terms as indicated above, each subsequent appointment will be for five years.

All alternate appointments will be for a period of five years.

IV. CHAIRMAN

The Chairman shall be selected annually by the members of the Advisory Committee from its own membership and may be re-elected as Chairman.

The first meeting of the Advisory Committee will be convened and chaired by the Mayor of the City of Boynton Beach. The second meeting of the Advisory Committee will be held as determined by the members at the first meeting. The first Chairman will be selected at the second meeting of the Advisory Committee. The second meeting will be chaired by the Mayor of the City of Boynton Beach for the purpose of convening the meeting and electing the Chairman.

V. PURPOSE

The purpose of the Boynton Beach Municipal Golf Course Advisory Committee is to advise the City, through the Mayor and City Council, on planning, construction, maintenance and operation (other than personnel matters which are guided through the Boynton Beach Civil Service Rules and Regulations) of the golf course. The Mayor and City Council will be responsible for all planning implementation, financial and operating matters of the golf course, which will be administered by the City Manager through the City staff. The Golf Course Manager, and other City Staff as directed by the City Manager, will meet with the Advisory Committee to provide information as needed.

VI. LEASE AGREEMENT

Attached to this Operating Statement and made a part hereof is the lease agreement between the City and the County dated February 12, 1980.

VII. APPROVAL

This amended Operating Statement is approved by the Board of County Commissioners on this MAY 22 1990 day of MAY 22 1990.

This amended Operating Statement is approved by the City Commission of the City of Boynton Beach this        day of        1990.

PALM BEACH COUNTY FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

ATTEST:  
JOHN B. BUNKLE, CLERK

BY William R. Brown  
(SEAL)

BY Carol Elguin  
CHAIRMAN R90 8720

ATTEST:

CITY OF BOYNTON BEACH FLORIDA

BY Boyd J. Brown  
(SEAL) City Clerk

BY                       
Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

AMENDS  
R-87-714

BY Raymond R.

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

                      
COUNTY ATTORNEY

R 90 872D

RESOLUTION NO. R-81-914

ATTACHMENT

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF PALM BEACH COUNTY, FLORIDA, ADOPTING BOYNTON  
BEACH MUNICIPAL GOLF COURSE ADVISORY COMMITTEE  
OPERATING STATEMENT.

WHEREAS, Palm Beach County entered into a lease agreement with the City of Boynton Beach on February 12, 1980 whereby Palm Beach County leased certain real property to the City of Boynton Beach, and

WHEREAS, within said lease agreement Palm Beach County and the City of Boynton Beach agreed to establish a five member advisory committee comprised of three (3) City of Boynton Beach appointees and two (2) Palm Beach County appointees to advise the City of Boynton Beach on planning, construction, maintenance, and operation of the golf course, and

WHEREAS, an operating statement for the Advisory Committee has been developed and is consistent with the aforementioned lease agreement, and

WHEREAS, said operating statement calls for two appointments to the Advisory Committee by Palm Beach County one appointment initially for a term of two (2) years and the other initially for a term of four (4) years and all subsequent appointments for a term of five (5) years,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The Boynton Beach Municipal Golf Course Advisory Committee Operating Statement is hereby adopted.
2. The Chairman and Clerk of this Board are authorized to execute said Operating Statement on behalf of Palm Beach County, Florida.

The foregoing resolution was offered by Commissioner Koshler, who moved its adoption. The motion was seconded by Commissioner Gregory, and upon being put to a vote, the vote was as follows:

COMMISSIONER FRANK H. FOSTER  
COMMISSIONER NORMAN R. GREGORY  
COMMISSIONER PEGGY B. EVATT  
COMMISSIONER DENNIS P. KOENLER  
COMMISSIONER BILL BAILEY

AYE  
AYE  
AYE  
AYE  
AYE

passed and adopted this 21st day of July, 1981.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

John B. Dunkle, Clerk

By William J. Hall  
County Attorney

By Robert A. Chisholm  
Deputy Clerk

FILED THIS JUL 21 1981  
..... DAY OF  
..... 19 ..  
AND RECORDED IN RESOLUTION  
MINUTE BOOK NO. .... AT  
PAGE ..... RECORD VERIFIED  
JOHN B. DUNKLE, CLERK  
BY Robert A. Chisholm D.C.

BOYNTON BEACH MUNICIPAL GOLF COURSE  
ADVISORY COMMITTEE - OPERATING STATEMENT

I. CREATION

The Boynton Beach Municipal Golf Course Advisory Committee was created through the terms of a lease agreement executed by the Board of County Commissioners of Palm Beach County and the Mayor and City Council of Boynton Beach, dated February 12, 1980. Through the terms of the lease agreement, the City has established this Advisory Committee to advise the City on planning, construction, maintenance and operation of the golf course.

II. MEMBERSHIP

The membership of the Boynton Beach Municipal Golf Course Advisory Committee, in accordance with the lease agreement referenced above, has five members -- three of whom are appointed by the City and two of whom are appointed by the County.

Candidates for membership must submit, in writing, an indication of their interest in serving on the committee. The written submission must include information that outlines the candidates specific knowledge and experience that is directly related to golf course operation.

III. TERMS OF MEMBERSHIP

The five members first appointed shall serve through the first year of golf course operation and for staggered terms of one, two, three, four or five years thereafter. Subsequent appointments shall be for overlapping five year terms.

In making the initial appointment, the City will indicate which member will have a term of one year, a term of three years and a term of five years. In making its initial appointments of two members, the Board of County Commissioners will indicate which member should serve a term of two years or a term of four years. At the completion of the terms as indicated above, each subsequent appointment will be for five years.

IV. CHAIRMAN

The Chairman shall be selected annually by the members of the Advisory Committee from its own membership and may be re-elected as Chairman.

The first meeting of the Advisory Committee will be convened and chaired by the Mayor of the City of Boynton Beach. The second meeting of the Advisory Committee will be held as determined by the members at the first meeting. The first Chairman will be selected at the second meeting of the Advisory Committee. The second meeting will be chaired by the Mayor of the City of Boynton Beach for the purpose of convening the meeting and electing the Chairman.

V. PURPOSE

The purpose of the Boynton Beach Municipal Golf Course Advisory Committee is to advise the City, through the Mayor and City Council, on planning, construction, maintenance and operation (other than personnel matters which are guided through the Boynton Beach Civil Service Rules and Regulations) of the golf course. The Mayor and City Council will be responsible for all planning implementation financial and operating matters of the golf course, which will be administered by the City Manager through the City staff. The Golf Course Manager, and other City Staff as directed by the City Manager, will meet with the Advisory Committee to provide information as needed.

VI. LEASE AGREEMENT

Attached to this Operating Statement and made a part hereof is the lease agreement between the City and the County dated February 12, 1980.

VII. APPROVAL

This Operating Statement is approved by the Board of County Commissioners on this 21st day of July, 1981.

This Operating Statement is approved by the City Council of the City of Boynton Beach on this 21st day of July, 1981.

ATTEST:

JOHN B. DUNKLE, CLERK

BY [Signature]  
(SEAL) Deputy Clerk

PALM BEACH COUNTY FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY [Signature]

ATTEST:

BY [Signature]  
Deputy City Clerk  
(SEAL)

CITY OF BOYNTON BEACH, FLORIDA

BY [Signature]

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY [Signature]

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY  
[Signature]




Attachment 3



**Inter-Office Memorandum  
Palm Beach County  
Parks and Recreation Department**

**Date:** November 5, 2010

**To:** Burt Aaronson, Chair  
Members Board of County Commission

**From:** Eric Call, Director   
Parks and Recreation Department

**Subject:** Board Appointment – Boynton Beach Municipal Golf Course Advisory Committee

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The Boynton Beach Municipal Golf Course Advisory Committee was created through the terms of a lease agreement with the City of Boynton Beach in 1980. The purpose of the Advisory Committee is to advise the City on planning, construction, maintenance and operation of the Golf Course. The Operating Statement and Lease Agreement, as amended in 1990 (attached), provide for the appointment by the County of two regular members and one alternate member to the Advisory Committee for five year terms each. These are at-large appointments.

Arthur Matthews, Jr. (Seat ID 1) was initially appointed on December 21, 1999 and then re-appointed on June 21, 2005 as a regular County Committee member and his term expired on June 20, 2010. Mr. Matthews has been a vital contributing Committee member, has an exceptional attendance record and has expressed an interest in being reappointed to this Committee.

If there is someone you would like to nominate for appointment/reappointment as a regular County member to the Boynton Beach Municipal Golf Course Advisory Committee, please submit their name on the attached form and return to me by November 19, 2010.

Thank you for your consideration on this matter.

Attachments:  
Board Appointment Form  
Committee Membership List  
Operating Statement/Lease Agreement as Amended



att. 4

TO: ADVISORY BOARD MEMBERS  
FROM: ROBERT WEISMAN  
COUNTY ADMINISTRATOR  
RE: PALM BEACH COUNTY CODE OF ETHICS

Effective May 1, 2010, contractual relationships between Palm Beach County Government and advisory board members, their employers, or businesses, are prohibited conflicts of interest as set forth in the Palm Beach County Code of Ethics, Ordinance 2009-051. This conflict of interest must be waived by an affirmative vote of five (5) members of the Board of County Commissioners upon full disclosure at a public meeting in order to accept appointment to an advisory board. In the space provided below, please identify any such contractual relationships, or verify that none exist at this time. The Ordinance (2009-051) and the training requirement can be found on the web at: <http://www.pbcgov.com/ethics/advisory.htm>

<u>Type of Contract</u>	<u>Which Department/Division</u>	<u>Effective Date</u>	<u>Term</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_ Yes, submit a waiver to the Board of County Commissioners, since I or my employer have/has the above named contract(s);

OR

✓ \_\_\_\_\_ At this time, I nor my employer have contract(s) with the Board of County Commissioners.

As a (current or potential) advisory board member you are required to receive training on the PBC Code of Ethics and acknowledge that you have read and understand the PBC Code of Ethics Ordinance.

If you are unable to access the training and/or Ordinance on the web, please contact Jon Herrick at 561-966-6626 for other arrangements.

Acknowledgment of Receipt

NAME: ARTHUR L. MATTHEWS, JR.  
Print or Type

FIRM/COMPANY/ORGANIZATION: \_\_\_\_\_

ADVISORY BOARD(S): BOYNTON BEACH MUNICIPAL GOLF COURSE ADVISORY COMMITTEE.

I acknowledge that I have taken the required training; and read and understand the Palm Beach County Code of Ethics Ordinance, the provisions of which are effective May 1, 2010. I understand that as an advisory board member of the above-mentioned board(s) that I am bound by it.

\*Signature: [Signature] Date: 10-8-10

Please sign and return this FORM to Jon Herrick, Palm Beach County Parks and Recreation, 2700 6<sup>th</sup> Avenue S., Lake Worth, Fl. 33461. A self-addressed envelope has been provided for your convenience.



**Parks and Recreation  
Department**  
2700 6th Avenue South  
Lake Worth, FL 33461  
(561) 966-6600  
Fax: (561) 966-7050  
www.pbcparcs.com

**Palm Beach County  
Board of County  
Commissioners**

Burt Aaronson, Chair  
Karen T. Marcus, Vice Chair  
Jeff Koons  
Shelley Vana  
Steven L. Abrams  
Jess R. Santamaria  
Priscilla A. Taylor

**County Administrator**  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

Official Electronic Letterhead

**TO: ADVISORY BOARD MEMBERS**  
**FROM: ROBERT WEISMAN**  
**COUNTY ADMINISTRATOR**  
**RE: STATE GUIDE TO THE SUNSHINE**  
**AMENDMENT & CODE OF ETHICS**

As an appointee to a Palm Beach County Advisory Board, you must familiarize yourself with the State Guide to the Sunshine Amendment and Code of Ethics. The purpose of this guide is to ensure adherence to the highest standards of ethics, protect the integrity of County government and foster public confidence.

This guide addresses conflict of interest, disclosure, acceptance and reporting of gifts, use of position or property, voting conflicts, political activities, prohibition against misuse of the code, and enforcement. This Guide also addresses conflicts, prohibitions on doing business with the County or having conflicting employment or contractual relationships. The Guide can be found on the web at:

<http://www.pbcgov.com/ethics/advisory.htm>

Please read and make yourself familiar with the Guide and return the acknowledgment form below to: Jon Herrick, Palm Beach County Parks and Recreation, 2700 6<sup>th</sup> Avenue S., Lake Worth, Fl. 33461. If you cannot access this document on the web, please contact Jon Herrick at 561-966-6626 for other arrangements.

**Acknowledgment of Receipt**

NAME: ARTHUR L. MATTHEWS, SR.  
Print or Type

ADVISORY BOARD(S): BOCA RATON MUNICIPAL GOLF COURSE  
ADVISORY COMMITTEE

I acknowledge that I have read the State of Florida Guide to the Sunshine Amendment and the Code of Ethics. I understand that as an advisory board member of the above-mentioned board(s) that I am bound by it.

\*Signature: [Signature] Date: 10-8-10

**Please sign and return to Administration in self-addressed envelope provided.**