

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

BOARD APPOINTMENT SUMMARY

Meeting Date: January 24, 2012

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 appoint: one alternate at-large County member to the Boynton Beach Municipal Golf Course Advisory Committee for a term of approximately five years, January 24, 2012, to December 1, 2016.

<u>Nominee</u>	<u>Seat No.</u>	<u>Requirement</u>	<u>Nominated By:</u>
Pamela Rothman	Alternate	Citizen at Large	Commissioner Karen T. Marcus Commissioner Priscilla A. Taylor Commissioner Jess R. Santamaria

Summary: The Board of County Commissioners, according to the Agreement with the City of Boynton Beach, appoints two regular members and one alternate member to the Boynton Beach Municipal Golf Course Advisory Committee. Mrs. Rothman desires to be appointed to the alternate seat. Mrs. Rothman has satisfied the Ethics Training requirements. Notice was sent to the Commissioners on November 9, 2011, 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 regular members and one alternate member to the Committee for five 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
5. Amended Lease Agreement/Operating Statement

Recommended by:  12-20-11
Department Head Date

Legal Sufficiency: Anne Helgert 12-27-11
Assistant County Attorney Date

II. REVIEW COMMENTS

A. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

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

G:/Special Facilities Division/TASMITH/Agenda Items/Board Appt Summary.Rothman

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARDS/COMMITTEES APPLICATION**

*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.*

Section I (Department): (Please Print)

Board Name: Boynton Beach Municipal Golf Course Advisory Committee Advisory ☒ Not Advisory ☐

☒ At Large Appointment or ☐ District Appointment / District #: _____

Term of Appointment: Five (5) Years. From: December 1, 2011 To: December 1, 2016

Seat Requirement: Citizen at Large Seat #: Alternate

☐ *Reappointment or ☒ New Appointment

or ☐ to complete the term of _____ Due to: ☐ resignation ☐ other

Completion of term to expire on: _____

***When a person is being considered for reappointment, the number of previous disclosed voting conflicts during the previous term shall be considered by the Board of County Commissioners: 0**

Section II (Applicant): (Please Print)

APPLICANT, UNLESS EXEMPTED, MUST BE A COUNTY RESIDENT

Name: Rothman Pamela Marie
Last First Middle

Occupation/Affiliation: retired teacher - 2003

Owner ☐ Employee ☒ Officer ☐

Business Name: Port Washington School District

Business Address: 100 Campus Dr.

City & State: Pt. Washington NY Zip Code: 11050

Residence Address: 6783 Jacques Way

City & State: Lake Worth FL Zip Code: 33463

Home Phone: 861 432-1305 Business Phone: () Ext. ()

Cell Phone: 816 509 7907 Fax: ()

Email Address: rothmanp@yahoo.com

Mailing Address Preference: ☐ Business ☒ Residence

Have you ever been convicted of a felony: Yes _____ No X

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

Minority Identification Code: ☐ Male ☒ Female
☐ Native-American ☐ Hispanic-American ☐ Asian-American ☐ African-American ☒ Caucasian

CONTRACTUAL RELATIONSHIPS: Pursuant to Article XIII, Sec. 2-443 of the Palm Beach County Code of Ethics, advisory board members are prohibited from entering into any contract or other transaction for goods or services with Palm Beach County. Exceptions to this prohibition include awards made under sealed competitive bids, certain emergency and sole source purchases, and transactions that do not exceed \$500 per year in aggregate. These exemptions are described in the Code. This prohibition does not apply when the advisory board member's board provides no regulation, oversight, management, or policy-setting recommendations regarding the subject contract or transaction and the contract or transaction is disclosed at a public meeting of the Board of County Commissioners. **To determine compliance with this provision, it is necessary that you, as a board member applicant, identify all contractual relationships between Palm Beach County government and you as an individual, directly or indirectly, or your employer or business.** This information should be provided in the space below. If there are no contracts or transactions to report, please verify that none exist. Staff will review this information and determine if you are eligible to serve or if you may be eligible for an exception or waiver pursuant to the code.

<u>Contract/Transaction No.</u>	<u>Department/Division</u>	<u>Description of Services</u>	<u>Term</u>
<u>Ex: (R#XX-XXXX/PO XXX)</u>	<u>Parks & Recreation</u>	<u>General Maintenance</u>	<u>10/01/11-09/30/12</u>
_____	_____	_____	_____
_____	_____	_____	_____

(Attach Additional Sheet(s), if necessary)

OR ☒ NONE

All board members are required to read and complete training on Article XIII, the Palm Beach County Code of Ethics, and read the Guide to the Sunshine Amendment prior to appointment/reappointment. Article XIII, and the training requirement can be found on the web at: <http://www.palmbeachcountyethics.com/training.htm>. Keep in mind this requirement is on-going.

☐ By signing below I acknowledge that I have read, understand, and agree to abide by Article XIII, the Palm Beach County Code of Ethics, and I have received the required Ethics training (in the manner checked below):

4 By watching the training program on the Web, DVD or VHS 10/26/11
By attending a live presentation given on _____, 20____

AND

☒ By signing below I acknowledge that I have read, understand and agree to abide by the Guide to the Sunshine Amendment & State of Florida Code of Ethics:

*Applicant's Signature: [Signature] Printed Name: PAVELA MARIE ROTHMAN 10/26/11

Any questions and/or concerns regarding Article XIII, the Palm Beach County Code of Ethics, please visit the Commission on Ethics website www.palmbeachcountyethics.com or contact us via email at ethics@palmbeachcountyethics.com or (561) 233-0724.

Return this FORM to:
Jon Herrick, PBC Parks & Recreation/Special Facilities Division
2700 6th Avenue S., Lake Worth, Florida 33461

Section III (Commissioner, if applicable):

Appointment to be made at BCC Meeting on: 1/24/2012

Commissioner's Signature: Cindy R De Falappa for Date: 11/15/11
Comm. Karen T. Marcus

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARDS/COMMITTEES APPLICATION**

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Seat Requirement: Citizen at Large Seat #: Alternate

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Last First Middle

Occupation/Affiliation: retired teacher - 2003

Owner ☐ Employee ☒ Officer ☐

Business Name: Port Washington School District

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City & State: Pt. Washington NY Zip Code: 11050

Residence Address: 6783 Jacques Way

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Home Phone: 861 432-1305 Business Phone: () Ext. ()

Cell Phone: 816 509 7907 Fax: ()

Email Address: rothmanp@yahoo.com

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: ☐ Male ☒ Female
☐ Native-American ☐ Hispanic-American ☐ Asian-American ☐ African-American ☒ Caucasian

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Ex: (R#XX-XXXX/PO XXX)	Parks & Recreation	General Maintenance	10/01/11-09/30/12
_____	_____	_____	_____
_____	_____	_____	_____

(Attach Additional Sheet(s), if necessary)

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By attending a live presentation given on _____, 20____

AND

☒ By signing below I acknowledge that I have read, understand and agree to abide by the Guide to the Sunshine Amendment & State of Florida Code of Ethics:

*Applicant's Signature: [Signature] Printed Name: PAMELA MARIE ROTHMAN 10/26/11

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Jon Herrick, PBC Parks & Recreation/Special Facilities Division
2700 6th Avenue S., Lake Worth, Florida 33461

Section III (Commissioner, if applicable):

Appointment to be made at BCC Meeting on: 1/24/2012
Commissioner's Signature: [Signature] Date: 10/14/2011

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BOARD OF COUNTY COMMISSIONERS
BOARDS/COMMITTEES APPLICATION**

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Occupation/Affiliation: retired teacher - 2003
Owner ☐ Employee ☒ Officer ☐
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Home Phone: 861 432-1305 Business Phone: () Ext.
Cell Phone: 816 509 7907 Fax: ()
Email Address: rothmanp@yahoo.com
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: [] Male ☒ Female
[] Native-American [] Hispanic-American [] Asian-American [] African-American ☒ Caucasian

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Ex: (R#XX-XXXX/PO XXX)	Parks & Recreation	General Maintenance	10/01/11-09/30/12
_____	_____	_____	_____
_____	_____	_____	_____

(Attach Additional Sheet(s), if necessary)

OR ☒ NONE

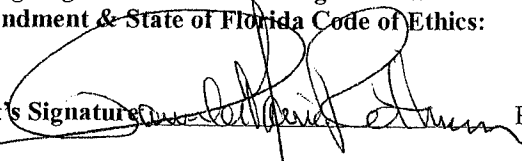
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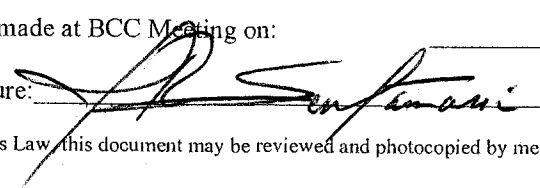
*Applicant's Signature:  Printed Name: Pamela Marie Rothman 10/26/11

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Return this FORM to:
 Jon Herrick, PBC Parks & Recreation/Special Facilities Division
 2700 6th Avenue S., Lake Worth, Florida 33461

Section III (Commissioner, if applicable):

Appointment to be made at BCC Meeting on:

Commissioner's Signature:  Date: 12/1/11

Pursuant to Florida's Public Records Law, this document may be reviewed and photocopied by members of the public. Revised 08/01/2011

Name: Pamela Marie Rothman

Address: 6783 Jacques Way, Lake Worth, Florida 33463

Phone Number: 561-432-1305

Age: 63

Biography:

I was born in New York and grew up in Nassau County. As early as elementary school I knew I was going to be a teacher. I attend LIU – Post and received my BA in History and my MS in Secondary Education. I have close to 100 post graduate credits in education. I taught for 34 years in a wonderful school district – Port Washington. I was chosen by the State to be on the Regents Composition Committee for Social Studies Exams. I was also selected by The New York State Teachers Association to teach graduate education courses to other teachers around the state, to help them improve their classroom skills. I did this for ten years. Many people have asked me why I didn't become an administrator and my answer has always been, I didn't want to leave the kids!

I have been married to my husband, Neil, for almost 40 years. I have three children: Alice, Neil Jr. and Albert. All are college graduates and are busy perusing their professions in Atlanta, Manhattan and Hollywood CA. In 2005, my husband and I moved to Boynton Beach. We inherited a condo in Seagate on South Federal Highway. We stayed there for 2 weeks and then said to each other we not ready for a 55 or old community and bought a house in Cocoplum. I have served on the Board and I founded the Women's Group which runs special events for the children throughout the year.

I have been playing golf since I was 9 years old. I do believe that my Dad raised me with a love of sports. He used to take me to the Polo Grounds, to Madison Square Garden for the AAU meets and basketball games. When I was 6, they pushed my long hair up in a hat and sent me out to play center field in the Little League, and I lettered in Boy's Varsity Soccer – as the manager.

As a mother I was involved with Little League Baseball, Soccer and Football. By the time my boys were in HS I worked with the coaches to raise money for night games and special events.

I believe my skills would be very useful in your department.



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, QUALIFICATINS, 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.

EXTENDED COMPOSITION:

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 of planning, construction, maintenance and operations of the golf course" excluding budgetary and personnel matters.

VI. LIAISON INFORMATION:

LIAISON DEPARTMENT	CONTACT PERSON	ADDRESS
Parks and Recreation	Jon Herrick (561) 966-6626	2700 6 th Avenue S., Lake Worth, Fl. 33461

2011
C



BOYNTON BEACH MUNICIPAL GOLF COURSE ADVISORY COMMITTEE

SEAT ID	CURRENT MEMBER	ROLE TYPE	RACE CODE	GENDER	TELEPHONE	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	M	561-737-2440	12/21/1999	06/21/2010	06/20/2015
2	James Smith 7343 Tillman Drive Lake Worth, Fl. 33467	Member	CA	M	561-319-4366	08/19/1997	02/05/2008	02/04/2013
2	Ronald Levy (Resigned)	Alternate						
Appointed By: City of Boynton Beach								
3	Jerry Taylor 1086 SW 26 th Avenue Boynton Beach, Fl. 33436	Member	CA	M	561-734-7940	10/15/10		06/01/2015
4	Judy Conwell 220 D Country Lane Boynton Beach, Fl. 33435	Member	UN	F	561-547-3233	05/17/11		06/01/2016



BOYNTON BEACH MUNICIPAL GOLF COURSE ADVISORY COMMITTEE

SEAT ID	CURRENT MEMBER	ROLE TYPE	RACE CODE	GENDER	TELEPHONE	APPOINT DATE	RE-APPOINT DATE	EXPIRE DATE
4	Frank Scicchitano 2702 Fresca Way Boynton Beach, Fl. 33436	Alternate	CA	M	561-731-0314	05/01/2007		06/01/2012
5	Joseph Casello 7981 Shaddock Drive Boynton Beach, Fl. 33436	Member	UN	M	561-602-6400	07/19/2011		06/01/2016
5	Corrado Giangreco 620 Horizons W., Apt. 206 Boynton Beach, Fl. 33435	Alternate	UN	M	561-736-5725	07/18/2006	07/18/2011	06/01/2016



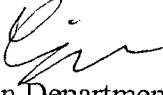
Inter-Office Memorandum
Palm Beach County
Parks and Recreation Department

att. 3

RECEIVED

Date: November 9, 2011

To: Karen T. Marcus, Chair
Members Board of County Commission

From: Eric Call, Director 
Parks and Recreation Department

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

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.

Ron Levy (Seat ID 2 Alternate) was initially appointed on June 1, 2006 as an alternate County committee member and his term expired on June 1, 2011. Mr. Levy has stated he is no longer interested in serving on this board.

In July 2011, an Advisory Board Nominee Information Form was sent to all Commissioners requesting any nominations they may have to fill this vacant alternate seat. One individual was suggested but was unable to serve due to conflict of interest.

Ms. Pamela M. Rothman, a resident of Lake Worth, Florida has expressed an interest in serving as an alternate on this Board. She has completed the ethics training requirements and has read the Guide to the Sunshine Amendment. Please find her Board of County Commissioners Boards/Committees Application and biography attached.

If there is someone you would like to nominate for appointment as an alternate seat member, please submit their name on the attached form and return to me by November 28, 2011.

Thank you for your consideration on this matter.

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

BOARDS/COMMITTEES APPLICATION CHECKLIST

201.4

This form must be completed by Staff and accompany the Board Appointment Item

Proposed BCC Date: _____ Dept/Division: Palm Beach County Parks & Recreation
Special Facilities Division
 Applicant's Name: Pamela M. Rothman

Board/Committee Name: Boynton Beach Municipal Golf Course Purely Advisory ☒ Not Purely Advisory ☐
Advisory Committee

#	Description	Yes	No	N/A
1.	Is Part I fully completed and correct?	X		
2.	Is Part II fully completed?	X		
3.	Biography or resume included?	X		
4.	Is Applicant a Palm Beach County resident?	X		
a.	If "No", please explain:			
5.	Did Applicant disclose felony conviction?		X	
a.	If "Yes", did staff review information?			
b.	Based on review, does staff recommend Applicant for consideration?			
c.	Please explain:			
6.	Did Applicant disclose contractual relationship(s)? If "Yes" complete Questions "a" through "c" below: If "No" skip to Question 7:		X	

a.	List Each Contract(s) Identified in Application	Board/Committee provides regulation, oversight, management or policy setting recommendations regarding the contract identified (Check if "Yes")	Board/Committee provides NO regulation, oversight, management or policy setting recommendations regarding the contract identified (Check if "Yes")	Waiver Required (Y or N)	Disclosure Required (Y or N)
b.	Does Department Recommend Waiver and/or Disclosure	Yes	No	N/A	
7.	Is Part III completed?	X			

Completed by: Jon Herrick Date: 11/09/11
 (Print Name) Director, Special Facilities (Signature)
 Department Head: Eric Call, Director Date: 11/09/11
 (Print Name) Parks & Recreation (Signature)

To be completed by Administration if Staff answered "Yes" to Questions 5 or 6:

Administration (Initials): _____ Date: _____

Failure to complete this Checklist and/or incomplete Board Applications
 will be returned to the Department

add 5

at 5

R 90 8710
AMENDED LEASE AGREEMENT

AMENDS
R-80-235

MAY 22 1990
THIS AMENDED LEASE AGREEMENT made and executed on May 22, 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:

- 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 to give formal 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.

RECORDERS MEMO: Legibility
of Writing, Typing or Printing
Satisfactory in this document
When received

BOOK 0890 PAGE 250

R 90 8710

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 or 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.

ATTEST:
JOHN B. DUNNLE Clerk

PALM BEACH COUNTY FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY [Signature]

BY [Signature]

ATTEST:

CHAIRMAN
CITY OF BOYNTON BEACH MAY 22 1990

BY [Signature]

BY [Signature]
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

R90 871D

BY [Signature]

AMENDS
R-20-235

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
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
Dailey, 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 D. EVATT
NORMAN R. GREGORY
BILL DAILEY

- Aye
- Aye
- Absent
- Absent
- Aye

RECORDER'S MEMO: Legibility
Satisfactory Typing or Printing
Satisfactory in this document
when received.

BOOK 0890 PAGE 253

R 90 8710

(R 80 275)

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 David K. Chasney
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. 1111 AT
PAGE 15-30 BEFORE VERIFIED
JOHN B. DUNKLE, CLERK
BY Kathryn S. Miller, o.c.

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

R 90 871D

ATTACHMENT D-6

LEASE AGREEMENT

B 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

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of Writing, Typing or Printing
Satisfactory in this document
When Received

BOOK 0890 PAGE 255

R 90 871 D

to give the final 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 25-17
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.

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 12th 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:

CITY OF BOYNTON BEACH

BY [Signature]

BY [Signature]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY [Signature]
County Attorney

BOOK 0890 PAGE 258

R-90-8710

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.

[Signature]

RECORDED MEMO: Legality
of Writing, Typing or Printing
guaranteed by this document
when initialed

Meeting Date: May 22, 1990

Agenda Item 11

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

4C-1

R-90-871-0

R-90-871-0

R-P 5-6

Consent (X) 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 →

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: *James E. Williams*
Department Director

Reviewed by: *John H. Smith*
OFMB Signature

Legal Sufficiency: *William M. Acallito*
County Attorney

Approved by: *James E. Williams*
Assistant County Administrator

R 90 8710

4/30/90
Date

5/3/90
Date

5/4/90
Date

5/7/90
Date

ATTACHMENT

BOYNTON BEACH MUNICIPAL GOLF COURSE
ADVISORY COMMITTEE - OPERATING STATEMENT

I. CREATION

R 90 8720

AMENDS

R-81-714

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.

RECORDER'S MEMO: Legibility
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R 90 8720

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, 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 Richard P. Brown
(SEAL)

BY Richard P. Brown
CHAIRMAN R 90 8720

ATTEST:

CITY OF BOYNTON BEACH, FLORIDA

BY Betty Brown
(SEAL) City Clerk

BY
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

AMENDS
R-87-214

BY Raymond R.

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APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

James M. Scullery
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 Koshlar, 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, 1931.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

John B. Dunkle, Clerk

By [Signature]
County Attorney

By [Signature]
Deputy Clerk

FILED THIS JUL 21 1931 DAY OF
AND RECORDED IN RESOLUTION 19
MINUTE BOOK NO. AT
PAGE RECORD VERIFIED
JOHN B. DUNKLE CLERK
BY [Signature] 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:

CITY OF BOYNTON BEACH, FLORIDA

BY [Signature]
Deputy City Clerk
(SEAL)

BY [Signature]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY [Signature]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
COUNTY ATTORNEY

BY [Signature]