

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARD APPOINTMENT SUMMARY

Meeting Date: November 5, 2013

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 regular at-large County member to the Boynton Beach Municipal Golf Course Advisory Committee for a term commencing November 5, 2013, and ending October 31, 2018.

<u>Nominee</u>	<u>Seat No.</u>	<u>Requirement</u>	<u>Nominated By:</u>
Terry Aperavich or Robert Lee or Blanch Clair	2	Citizen at Large	Mayor Steven L. Abrams
	2	Citizen at Large	Vice Mayor Priscilla Taylor
	2	Citizen at Large	Self

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. All applicants have satisfied the ethics training requirements. 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/Completed Code of Ethics Forms
2. Current Listing of Advisory Committee Members
3. Written notice to Commissioners
4. Amended Lease Agreement R90-871D

Recommended by: Chris Coe 10/8/2013
Department Head Date

Legal Sufficiency: Anne Helgert 10-16-13
Assistant County Attorney Date

**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 ☐
[X] At Large Appointment or [] District Appointment / District #: _____
Term of Appointment: 5 Years. From: November 5, 2013 To: October 31, 2018
Seat Requirement: Citizen At Large Seat #: 2
[] *Reappointment or [X] 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:** _____

Section II (Applicant): (Please Print)

APPLICANT, UNLESS EXEMPTED, MUST BE A COUNTY RESIDENT

Name: APERAVICH TERRY
Last First Middle
Occupation/Affiliation: GOLF PROFESSIONAL - RETIRED
Owner [] Employee [] Officer []
Business Name: _____
Business Address: _____
City & State _____ Zip Code: _____
Residence Address: 2860 S.W. 14TH STREET - APT. 14
City & State BOYNTON BEACH, FL Zip Code: 33426
Home Phone: (561) 732-4487 Business Phone: () Ext. _____
Cell Phone: (561) 704-4184 Fax: ()
Email Address: TERRY.FA1@AOL.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

Section II Continued:

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

(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):

☒ By watching the training program on the Web, DVD or VHS
☐ 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: Terry Aporovich Printed Name: TERRY APOROVICH Date: 7-28-2013

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:
 Palm Beach County Parks & Recreation/Jon Herrick, Director
 Special Facilities Division
 2700 6th Avenue S., Lake Worth, FL 33461

Section III (Commissioner, if applicable):

Appointment to be made at BOC Meeting on:

Commissioner's Signature: [Signature] Date: 11/5/2013

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

Revised 08/01/2011



ACKNOWLEDGEMENT OF RECEIPT

PALM BEACH COUNTY CODE OF ETHICS TRAINING

Check those items that apply:

I acknowledge that I have read a copy of the revised (Ordinance No. 2011-011; adopted May 17, 2011) Palm Beach County Code of Ethics (printed or posted on the internet) and completed additional training by:

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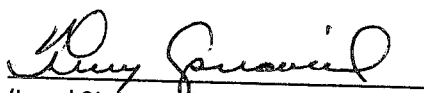
I understand that I am responsible for understanding and abiding by the Palm Beach County Code of Ethics as I conduct my assigned duties during the term of my appointment on the below stated board/committee. I also understand that the information in this policy is subject to change. Policy changes will be communicated through official notices.

OR

I am not acknowledging that I have read a copy of the Palm Beach County Code of Ethics or completed additional training because:

- ☐ I am no longer a member of the board(s) noted below
☐ I am resigning as a member of the board(s) noted below, effective immediately

TERRY APERAVICH
(Clearly Print Your Legal Name)


(Legal Signature)

GOLF ADVISORY
(Clearly Print the Name of Your Board(s))

7-28-2013
(Date)

Please Return Form To:
Patty Hindle
County Administration
Post Office Box 1989
West Palm Beach, FL 33402-9881

TERRY APERAVICH –
Life Member, PGA of America
2860 SW 14TH Street, Apt. 14
Boynton Beach, FL 33426-8039
Terrytal@aol.com
561-704-4184 Cell
561-732-4487 Home

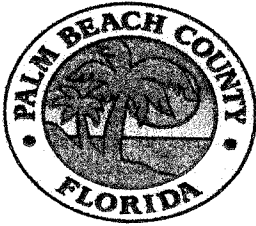
Personal Biography -

Arrived in Palm Beach County from Chicago, Illinois on December 6, 1964
Elected to “Class A” PGA Membership - November 1971
Ran for Boca Raton City Council - March, 1980
Coached Sandalfoot (West Boca Raton) Little League - Summer 1980-1981
Moved to Boynton Beach permanently - November, 1988
Married 40 years to the same woman, and have one adult, married, jet pilot daughter.
Animal & Environmental Activist
Retired in 2010 at age 63 as a result of a medical condition.
Life Member of the PGA of America

Recent Past Career History –

Boca Greens Country Club - Golf Shop & Golf Operations Manager - (2002-2010)
Boca Raton Resort & Club – Head Golf Professional - (1996-2001) –
Oversaw \$1.3M Retail Budget & separate \$8M Gross Revenue Budget
Gleneagles Country Club – Director of Golf - (1994-1995)
Hunters Runs Golf & Racquet Club – Starting Time Coordinator (1989-1994)

“Committed To Your Golf Experience”



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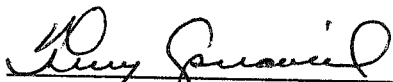
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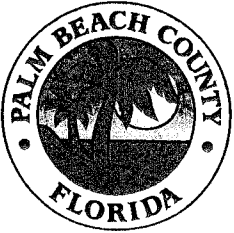
TERRY APERAVICH
(Clearly Print Your Legal Name)


(Legal Signature)

GOLF ADVISORY
(Clearly Print the Name of Your Board(s))

7-28-2013
(Date)

Please Return Form To:
Patty Hindle
County Administration
Post Office Box 1989
West Palm Beach, FL 33402-9881



July 23, 2013

Mr. Terry Aperavich
2860 S.W. 14th Street/Apartment 14
Boynton Beach, Florida 33426

**Parks and Recreation
Department**

2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 966-6734
www.pbcparcs.com



**Palm Beach County
Board of County
Commissioners**

Steven L. Abrams, Chairman

Priscilla A. Taylor, Vice Chair

Hal R. Valeche

Paulette Burdick

Shelley Vana

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"



printed on recycled paper

Dear Advisory Board Nominee:

As the Palm Beach County Staff Liaison for the Boynton Beach Municipal Golf Course Committee I would like to take this opportunity to thank you for volunteering to serve on this board. Once the attached forms have been completed and returned you will be added to the list of nominees. The Board of Palm Beach Commissioners will make their selection at an upcoming Board of County Commission Meeting.

Enclosed is the Boynton Beach Municipal Golf Course Advisory Board Committee operating statement and nominee information form. As an advisory board nominee, you need to complete and sign Part II of the Advisory Board Nominee Information Form and return.

You also need to know that on December 15, 2009, The Palm Beach County Board of County Commissioners adopted the Palm Beach County Code of Ethics Ordinance (COE). This ordinance creates a gift law, establishes voting conflict regulations, prohibits certain conflicts of interest, and regulates contractual relationships you or your employer may have with Palm Beach County. The new law took effect May 1, 2010.

As an advisory board nominee, you are required to complete training on the State of Florida Guide to the Sunshine Amendment, Code of Ethics and disclose any contractual relationships you or your employer may have with the Board of County Commissioners at this time on the attached Palm Beach County Code of Ethics Form. All applicable training materials and forms can be found on our web site at <http://pbcgov.com/ethics/advisory.htm>.

If you are unable to access the information on our website, or have any questions, please feel free to contact me at 561-966-6626.

Sincerely,

Jon Herrick, Director of Special Facilities Division
Palm Beach County Staff Liaison
Boynton Beach Municipal Golf Course Committee

Cc: Patty Hindle, Agenda Coordinator

Tangi Smith

From: Jon Herrick
Sent: Friday, July 19, 2013 9:25 AM
To: Tangi Smith
Subject: FW: Boynton Beach Municipal Golf Course Advisory Committee

From: Jon Herrick
Sent: Wednesday, July 17, 2013 11:00 AM
To: Eric Call
Subject: RE: Boynton Beach Municipal Golf Course Advisory Committee

Will be contacting Mr. Aperavich and sending the application and committee information by end of the week.

From: Eric Call
Sent: Tuesday, July 16, 2013 4:47 PM
To: Jon Herrick; Paul Connell
Subject: FW: Boynton Beach Municipal Golf Course Advisory Committee

Please take charge of this. Thanks.

From: Lucia Bonavita
Sent: Tuesday, July 16, 2013 4:37 PM
To: Eric Call; Terryta1@aol.com
Subject: Boynton Beach Municipal Golf Course Advisory Committee

Eric – by copy of this email, I am putting you in touch with Terry Aperavich of Boynton Beach who has expressed an interest in serving on the above-reference committee.

Terry's telephone number is 561-704-4184.

Could you please have some in your division contact him and send him the necessary paperwork to move this appointment along. I did mention to Terry that this is an county at-large appointment subject to board approval.

Thank you in advance for your assistance.

Best regards.

Lucia Bonavita

Aide to Mayor Steven L. Abrams

Palm Beach County Board of County Commission

301 N. Olive Avenue, 12th Floor

West Palm Beach, FL 33401

561-355-2204

lbonavita@pbcgov.org

www.pbcgov.org

Tangi Smith

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

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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: 5 Years, From: November 5, 2013 To: October 31, 2018

Seat Requirement: Citizen At Large Seat #: 2

☐ *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: _____

Section II (Applicant): (Please Print)

APPLICANT, UNLESS EXEMPTED, MUST BE A COUNTY RESIDENT

Name: LEE ROBERT JAMES
Last First Middle

Occupation/Affiliation: RETIRED

Owner ☐ Employee ☐ Officer ☐

Business Name: NONE

Business Address: _____

City & State: _____ Zip Code: _____

Residence Address: 5017 NW 8th AVE

City & State: BOYNTON BEACH, FL Zip Code: 33435

Home Phone: (561) 732-3532 Business Phone: () Ext. _____

Cell Phone: (601) 523-8217 Fax: ()

Email Address: _____

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

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>
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: Robert J. Lee Printed Name: ROBERT J. LEE Date: 8/28/13

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:
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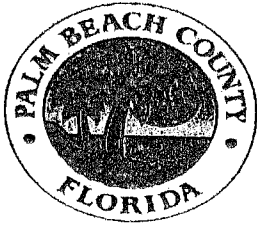
Section III (Commissioner, if applicable):

Appointment to be made at BCC Meeting on:

Commissioner's Signature: [Signature] Date: 11/5/2013
9/26/13

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

Revised 08/01/2011



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ROBERT JAMES LEE
(Clearly Print Your Legal Name)

BOYNTON BEACH MUNICIPAL GOVERNANCE ADVISORY COMMITTEE
(Clearly Print the Name of Your Board(s))

Robert J. Lee
(Legal Signature)

8/28/13
(Date)

Please Return Form To:
Patty Hindle
County Administration
Post Office Box 1989
West Palm Beach, FL 33402-9881

Tangi Smith

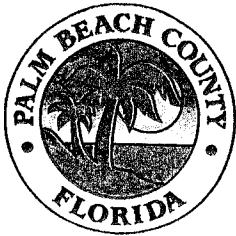
From: Gladys Whigham
Sent: Thursday, August 22, 2013 1:32 PM
To: Eric Call
Cc: Jon Herrick
Subject: Boynton Beach Municipal Golf Course Advisory Committee

Listed below is the contact information for the person that Commissioner Taylor is interested in nominating for appointment.

Mr. Robert Lee
507 North West 8th Avenue
Boynton Beach, FL 33435
561 732 3532

Thank you,

Gladys Whigham, Assistant to
Commissioner Priscilla Taylor, Vice-Mayor



August 22, 2013

Mr. Robert Lee
507 North West 8th Avenue
Boynton Beach, Florida 33435

**Parks and Recreation
Department**

2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 963-6734
www.pbcparcs.com



**Palm Beach County
Board of County
Commissioners**

Steven L. Abrams, Mayor

Priscilla A. Taylor, Vice Mayor

Hal R. Valeche

Paulette Burdick

Shelley Vana

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

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If you are unable to access the information on our website, or have any questions, please feel free to contact me at 561-966-6626.

Sincerely,

Jon Herrick, Director of Special Facilities Division
Palm Beach County Staff Liaison
Boynton Beach Municipal Golf Course Committee

Cc: Patty Hindle, Agenda Coordinator

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Section II (Applicant): (Please Print)

APPLICANT, UNLESS EXEMPTED, MUST BE A COUNTY RESIDENT

Name: CLAIR BLANCHÉ
Last First Middle

Occupation/Affiliation: _____
Owner ☐ Employee ☐ Officer ☐

Business Name: _____

Business Address: _____

City & State _____ Zip Code: _____

Residence Address: 7744 A LEXINGTON CLUB BLVD

City & State DELRAY BEACH, FL Zip Code: 33446

Home Phone: 561 908 2783 Business Phone: () Ext. _____

Cell Phone: 215 813 3646 Fax: () _____

Email Address: BLANCHE 92082@ATT.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: [] Male ☒ Female
[] Native-American [] Hispanic-American [] Asian-American [] African-American ☒ Caucasian

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_____	_____	_____	_____
_____	_____	_____	_____

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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: Blanche Clair Printed Name: BLANCHE CLAIR Date: 7/24/13

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:
 Palm Beach County Parks & Recreation/Jon Herrick, Director
 Special Facilities Division
 2700 6th Avenue S., Lake Worth, FL 33461

Section III (Commissioner, if applicable):

Appointment to be made at BCC Meeting on:

11/5/2013

Commissioner's Signature: na

Date: _____

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

Revised 08/01/2011



ACKNOWLEDGEMENT OF RECEIPT

PALM BEACH COUNTY CODE OF ETHICS TRAINING

Check those items that apply:

I acknowledge that I have read a copy of the revised (Ordinance No. 2011-011; adopted May 17, 2011) Palm Beach County Code of Ethics (printed or posted on the internet) and completed additional training by:

- ☒ Watching the Code of Ethics Training Program on the Internet
☐ Watching the Code of Ethics Training Program on DVD
☐ Attending a live presentation given on _____, 20____.

I understand that I am responsible for understanding and abiding by the Palm Beach County Code of Ethics as I conduct my assigned duties during the term of my appointment on the below stated board/committee. I also understand that the information in this policy is subject to change. Policy changes will be communicated through official notices.

OR

I am not acknowledging that I have read a copy of the Palm Beach County Code of Ethics or completed additional training because:

- ☐ I am no longer a member of the board(s) noted below
☐ I am resigning as a member of the board(s) noted below, effective immediately

BLANCHE CHAIR
(Clearly Print Your Legal Name)

Blanche Chair
(Legal Signature)

(Clearly Print the Name of Your Board(s))

July 24-2013
(Date)

Please Return Form To:
Patty Hindle
County Administration
Post Office Box 1989
West Palm Beach, FL 33402-9881

July 10, 2013

Patty Hindle
Agenda Coordinator
Palm Beach County Board of County Commissioners
County Administration
Post Office Box 1989
West Palm Beach, Florida 33402-1989

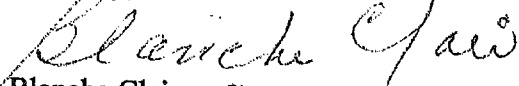
RE: FAIR HOUSING/EQUAL EMPLOYMENT BOARD

Dear Patty Hindle,

I appreciate you sending me the list of available vacancies. I would very much like to apply as a Liaison in the Departments- Library, Planning and Zoning and Building, Parks and Recreation, Office of Equal Opportunity and Tourist Development Council. Enclosed is my resume for your review.

Again, thank you for forwarding my resume to the departments.

Sincerely,



Blanche Clair
1-561-908-2783

BLANCHE CLAIR
7744 A LEXINGTON CLUB BLVD
DELRAY BEACH, FLORIDA 33446
TELEPHONE (561-908-2783)
E-MAIL (blanche9208@att.net)

SUMMARY OF QUALIFICATIONS

- Extensive experience Marketing and Public Relations-Medicare Certified Home Health Care Agencies
- Extensive experience -Outreach Radio Newspapers, Media
- Extensive experience negotiating contracts
- Extensive experience generating new referrals, presenting options to existing and past DV referrals
- Flexibility to adapt to new ideas
- Team player
- Excellent in working independently

Marketing-Doctors, Nursing Homes, Sub-Acute-Acute and Rehabilitation facilities,
Hospitals. Independent, Personal Care and Assistant Living facilities
Outreach-Speak to groups-- Care Managers, Case Managers, Public Relations-
Radio, Magazines
Negotiate new contracts
Generated new referrals

Special Events-Federation of Jewish Agencies
Coordinator-Public Relations-Fund Raising-Special Events
Directed and working with Director and Staff coordinating and implementing Special
Events targeted for designated dates and areas.

Philadelphia City Council
Director-Constituent Services
Councilwoman Joan Specter
Philadelphia, PA

Represented and handled public speaking engagements for Councilwoman at community
and religious organizations

Liaison for Councilwoman between Federal, State and City Officials, coordinated meeting
times, places and agendas

*Developed and implemented Fund Raising plans and Special Event programs

*Managed and supervised campaign funds

Actively participated in the re-election of Councilwoman for three consecutive terms

*Recruited, trained and supervised volunteers for the campaign

Community Liaison

*Marketing-Doctors, Nursing Homes, Sub-Acute-Acute and Rehabilitation facilities,
Hospitals. Independent, Personal Care and Assistant Living facilities
Outreach-Speak to groups-- Care Managers, Case Managers, Public Relations-
Radio, Magazines
Negotiate new contracts
Generated new referrals

October 1997-October 2001

St. Christopher's Hospital for Children
Volunteer-Public Relations Department
*Direct involvement with Media
*Direct involvement Social Events

Toastmasters International
Vice-President-Public Relations
Promoting-Philadelphia Toastmasters First Club
Press Releases -Newspapers, T.V

January 1997-August 1997

XLCARE AGENCY, INC.

Patient Liaison (Agency Closed)

Marketing-Doctors, Nursing Homes, Sub-Acute and Rehabilitation facilities, Hospitals,
Social Service, Independent and Assistant Living facilities.
*Outreach-Speak to Groups. Physician meetings, Senior Centers, Press Releases to
Media, Radio, television and newspapers through all sections of Philadelphia,
Montgomery and Lower Bucks Counties
Generated new referrals, presented more options to existing and past referrals

May-June 1996

National Health Enterprises, Inc.

Consultant-Marketing (Agency Closed)

February 1996-May 1996

Care-ing Management, Inc.

Director-Marketing Home Care

(Company acquired by National Health Enterprises)
Plymouth Meeting, PA

May 1992-February 1996

Womens Medical Group

Director-Marketing Home Care (Registry)

Philadelphia, Pa

Created Home Care Division in Womens Medical Equipment Group

Certified Nursing Assistants, Home Health Aids, Companions
Represented Womens Medical Group in Public Speaking engagements at community and social service organizations
Marketed Womens Medical Group-Press Releases for distributions throughout the local newspapers and news media
*Represented Womens Medical Group at public speaking engagements at community and service organizations
*Public Relations-Press Releases for distribution through-out the local news media
*Marketed Womens Medical group-Hospitals, Geriatric Groups, Nursing Homes, Boarding Homes, Personal Care Homes in Philadelphia Montgomery and Lower Bucks Counties

Results

- *Generated new accounts
- *Maintained existing business

January 1980-April 1990

Director-Constituent Services

Councilwoman Joan Specter
Philadelphia, PA

- *Represented and handled public speaking engagements for Councilwoman at community and religious organizations
- *Liaison for Councilwoman between Federal, State and City Officials, coordinated meeting times, places and agendas
- *Developed and implemented fund raising plans and special event programs
- *Managed and supervised campaign funds
- *Actively participated in the re-election of Councilwoman for three consecutive terms
- *Recruited, trained and supervised volunteers for the campaign
- *Social Work-Invested and resolved complaints and concerns of the constituents
- *Social Work-Provided assistance to constituents who needed information regarding services and benefits for the elderly
- *Followed through with requests for services from the constituents, continuously updated and maintained resource files
- *Maintained constituent reports

***Computer Skills**

Strong computer skills-Internet, MS Word
*Custom Buildt (to specific specifications)

Volunteer

The Franklin Institute and Science Museum
Philadelphia, PA

- *Departments-Marketing, Communications, Museum Store, Specialist

COMMUNITY AFFILIATIONS

Present

**Appointed Board Member-Board of Trustees*
Riverview Home
Mayor's Commission on Aging
2nd Career Fair(Special Events)
Member-Information and Referral Committee-IBC&PCA

***July 1998-July 1999**

Philadelphia First-Toastmaster's International
Vice-President-Public Relations

**Member-Women for Greater Philadelphia*
**Special Events Coordinator (Laurel Hill Mansion)*
**Advisory Committee*
**Nominating Committee-1999*

Member-Marketing Groups,Network Connection-Center City Montgomery, Lower Bucks
Counties
Member of Board-CARIE
Network Connections Meetings, Philadelphia, Montgomery and Lower Bucks Counties
Phyllis Saunders(Senior Anchor)Home Care-Ch 10
Perspectives-Home Care-Ch 6
WPEN-Milestones-Program for the Elderly, "Home Care is the Answer"
94.1, KYW,FM-2nd Career Fair-For People 55 Plus
2000-WPEN Milestone

CONTINUING EDUCATION

University of the Arts, Manor Jr. College-Certificates-Interior Design
Community College-Interior Design
Penn State.certificate-WritingSkills
Manor Jr. College-Introduction to Health Organizations
Appointed participate-Citizens Voices "99 (Mayoral Race)

SPECIAL INTERESTS

Art, Interior Design, Music, Theater, Travel, Fitness Program

References upon request

BLANCHE CLAIR
7744 A LEXINGTON CLUB BLVD
DELRAY BEACH, FLORIDA 33446
TELEPHONE NO-1-561-908-2783
E-MAIL-blanché 9208@att.net

July 30, 2013

Jon Herrick, Director of Special Facilities Division
Palm Beach County Staff Liaison
Boynton Beach Municipal Golf Course Committee
Parks and Recreation Department
2700 6th Avenue
Lake Worth, Fl.333461

Dear Mr. Herrick.

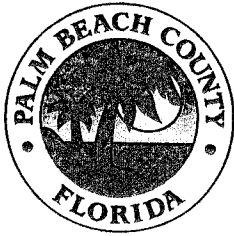
I want to thank you very much for your letter of July 22, 2013 advising me I am a nominee to serve on the Advisory Board for the Municipal Golf Course Committee. My years and experience in Philadelphia City Council-AT Large will be an asset to the Board.

I have served many years of various Boards of the City and I am looking forward to volunteering and bringing my expertise to your committee.

Looking forward to meeting you.

Sincerely,


Blanche Clair



July 22, 2013

Ms. Blanche Clair
7744 A Lexington Club Boulevard
Delray Beach, Florida 33446

**Parks and Recreation
Department**

2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 966-6734
www.pbcparcs.com



**Palm Beach County
Board of County
Commissioners**

Steven L. Abrams, Chairman

Priscilla A. Taylor, Vice Chair

Hal R. Valeche

Paulette Burdick

Shelley Vana

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

Dear Advisory Board Nominee:

As the Palm Beach County Staff Liaison for the Boynton Beach Municipal Golf Course Committee I would like to take this opportunity to thank you for volunteering to serve on this board. Once the attached forms have been completed and returned you will be added to the list of nominees. The Board of Palm Beach Commissioners will make their selection at an upcoming Board of County Commission Meeting.

Enclosed is the Boynton Beach Municipal Golf Course Advisory Board Committee operating statement and nominee information form. As an advisory board nominee, you need to complete and sign Part II of the Advisory Board Nominee Information Form and return.

You also need to know that on December 15, 2009, The Palm Beach County Board of County Commissioners adopted the Palm Beach County Code of Ethics Ordinance (COE). This ordinance creates a gift law, establishes voting conflict regulations, prohibits certain conflicts of interest, and regulates contractual relationships you or your employer may have with Palm Beach County. The new law took effect May 1, 2010.

As an advisory board nominee, you are required to complete training on the State of Florida Guide to the Sunshine Amendment, Code of Ethics and disclose any contractual relationships you or your employer may have with the Board of County Commissioners at this time on the attached Palm Beach County Code of Ethics Form. All applicable training materials and forms can be found on our web site at <http://pbcgov.com/ethics/advisory.htm>.

If you are unable to access the information on our website, or have any questions, please feel free to contact me at 561-966-6626.

Sincerely,

Jon Herrick, Director of Special Facilities Division
Palm Beach County Staff Liaison
Boynton Beach Municipal Golf Course Committee

Cc: Patty Hindle, Agenda Coordinator

"An Equal Opportunity
Affirmative Action Employer"



printed on recycled paper

Tangi Smith

From: Jon Herrick
Sent: Friday, July 19, 2013 9:24 AM
To: Tangi Smith
Subject: RE: Boynton Beach Municipal Golf Course Advisory Committee

Tangi,

Please send Blanch Clair the Advisory Committee information and necessary forms to complete and return.

Also, please call the following individuals next week and provide same information. (called them both on wed.- left message)

- ~~Mrs. Carol Tucker (561) 703-5742~~ - referred by Vice Mayor Taylor's office - **no! 7-22-13**
- Terry Aperavich (561) 704-4184 - referred by Mayor Abrams office

I will forward their emails to you for your records.

Thanks,

Jon

From: Tangi Smith
Sent: Wednesday, July 17, 2013 10:38 AM
To: Jon Herrick
Subject: FW: Boynton Beach Municipal Golf Course Advisory Committee

Jon ~

Did you receive this individual as well? Her name is Blanche Clair.

Tangi Smith

From: Patty Hindle
Sent: Monday, July 15, 2013 12:25 PM
To: Tangi Smith
Subject: Boynton Beach Municipal Golf Course Advisory Committee

Hi Tangi,

Hope all is well. I have an individual from Delray Beach, Blanche Clair, who has expressed an interest in serving on the above Committee. Attached is a copy of her resume. If she is eligible, and should you wish to consider her, please let me know. Thanks,

Patty Hindle
Agenda Coordinator
Palm Beach County
301 No. Olive Ave., Ste. 1101
West Palm Beach, FL 33401
(561) 355-3229 (phone)
(561) 355-3982 (fax)

2



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



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	561-966-9177 561-329-6763	12/21/1999	06/21/2010	06/20/2015
2	Vacant	Member				11/01/2013		10/31/2018
2	Pamela M. Rothman 6783 Jacques Way Lake Worth, Fl. 33463	Alternate		F	561-432-1305 561-509-7907	01/24/2012		12/01/2016
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



3

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

Date: September 18th, 2013

To: Priscilla Taylor, Vice Mayor
Board of County Commissioners

Thru: Eric Call, Director
Parks and Recreation Department

From: Jon Herrick, Director
Special Facilities Division

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, 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.

James Smith (Seat ID 2) was initially appointed on August 19, 1997 as a county committee member and his current term expired on February 4, 2013. Mr. Smith has stated he is no longer interested in serving on this board.

You have stated you would like to nominate Mr. Robert Lee for this committee seat. Attached is Mr. Lee's completed P.B.C. Board of County Commissioners Boards/Committees Application for your signature. Please sign and return to my attention by September 27th, 2013. Once all signed applications are returned this matter will be presented to the Board.

Attachments:
Completed Board Appointment Form



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

Date: July 2, 2013

To: Steven L. Abrams, Mayor
Members of the 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.

James Smith (Seat ID 2) was initially appointed on August 19, 1997 as a county committee member and his current term expired on February 4, 2013. Mr. Smith has stated he is no longer interested in serving on this board.

If there is someone you would like to nominate for appointment as a county member to the Boynton Beach Municipal Golf Course Advisory Committee, please submit their name on the attached form and return to me by July 31st, 2013.

Thank you for your consideration on this matter.

Attachments:

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

0015

AMENDED LEASE AGREEMENT

AMENDS

P. 82-235

MAY 22 1990 THIS AMENDED LEASE AGREEMENT made and executed on 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."

WITNESSETH:

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.

RECORDERS MEMO: Liability at Writing, Typing or Printing. Mandate to sign in this document. When received.

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 bases 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 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, 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 1990.

ATTEST:
JOHN B. DUNNLE Clerk

PALM BEACH COUNTY FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY Richard F. Reed

BY Carl E. Gandy
CHAIRMAN
CITY OF BOYNTON BEACH MAY 22 1990

ATTEST:

BY Betty J. Brown
Clerk

BY [Signature]
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

R 90 8710

BY Raymond R.

AMENDS
R-88-235

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

[Signature]
COUNTY ATTORNEY

R 90 8710

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. KOENIGER
FRANK H. FOSTER
PEGGY D. EVATT
NORMAN R. GREGORY
BILL BAILEY

- Aye
- Aye
- Absent
- Absent
- Aye

RECORDED & INDEXED
By: [illegible]
Date: [illegible]
When received: [illegible]

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 David K. [Signature]
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY [Signature]
County Attorney

FILED THIS 12 DAY OF
February 1980
AND RECORDED IN RESOLUTION
MINUTE BOOK NO. 111 AT
PAGE 1520 RECORDED VERIFIED
JOHN B. DUNKLE, CLERK
BY Kathleen S. Miller, C.C.

RECORDER'S MEMO: Legibility
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when received.

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."

WITNESSETH:

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 South-
west 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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BOOK 0890 PAGE 255

R 90 871D

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.

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, 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 thing 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 person 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:

BY [Signature]

CITY OF BOYNTON BEACH

BY [Signature]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY [Signature]
County Attorney

I, TERESA 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.

BOOK 0890 PAGE 258

R-90-871D

RECORDS MEMO: Legality
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when required

Meeting Date: May 22, 1990

Agenda Item #1

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 ☒ 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 Lease Agreement for
for Boynton Beach Municipal Golf Course Advisory Committee. ~~Amendment to Operating Statement~~
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/PREM COMMENTS.)

Recommended by: *[Signature]*
Department Director

R 90 8710

Reviewed by: *[Signature]*
OFMB Signature

4/30/90
Date

Legal Sufficiency: *[Signature]*
County Attorney

5/3/90
Date

Approved by: *[Signature]*
Assistant County Attorney

5/4/90
Date

5/7/90
Date

0890 259

ATTACHMENT

BOYNTON BEACH MUNICIPAL GOLF COURSE
ADVISORY COMMITTEE - OPERATING STATEMENT

R 90 8720

AMENDS

R-81-914

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 candidate's 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.

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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 _____ 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 BUNKLE, CLERK

BY Harold P. Brown
(SEAL)

BY Charles E. Brown
CHAIRMAN R 90 8720

ATTEST:
BY Betty S. Brown
(SEAL) City Clerk

CITY OF BOYNTON BEACH, FLORIDA
BY [Signature]
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

AMENDS
R-81-914

BY Raymond P.

RECORDER'S MEMO: Legibility
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APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

James M. Keeler
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 afore-
mentioned 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. KOEHLER
COMMISSIONER BILL BAILEY

AYE
AYE
AYE
AYE
AYE

in thereupon declared the resolⁿ duly
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

By [Signature]
County Attorney

John B. Dunkle, Clerk

By [Signature]
Deputy Clerk

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

BOYNTON BEACH MUNICIPAL GOLF COURSE
ADVISORY COMMITTEE - OPERATING STATEMENT

I. CREATION

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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.

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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]