

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BOARD APPOINTMENT SUMMARY

Meeting Date: June 2, 2015

Department: Parks and Recreation

Submitted By: Parks and Recreation

Advisory Board Name: Boynton Beach Municipal Golf Course Advisory Committee

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to reappoint: one regular at-large County member to the Boynton Beach Municipal Golf Course Advisory Committee for the term of June 20, 2015, to June 19, 2020.

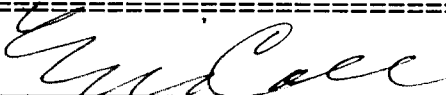

<u>Nominee</u>	<u>Seat No.</u>	<u>Requirement</u>	<u>Nominated By:</u>
Nathaniel Harris Clark	1	Citizen at Large	Commissioner Hal R. Valeche Commissioner Steven L. Abrams Commissioner Melissa McKinlay Commissioner Priscilla A. Taylor

**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. Mr. Nathaniel Clark has filled Seat No. 1 since January 13, 2015, and desires to be reappointed. Mr. Clark has satisfied the ethics training requirements. Notice was sent to the Commissioners on March 16, 2015, 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. Of the three members appointed by the county, diversity makeup includes one Caucasian female, one African-American male, and one Caucasian male. This office is not aware of the diversity makeup of the remaining five members that were appointed by the City of Boynton Beach.

**Attachments:**

1. Board Appointment Applications (4)
2. Current Listing of Advisory Committee Members
3. Written notice to Commissioners
4. Amended Lease Agreement with City of Boynton Beach

Recommended by:  5/14/2015  
Department Head Date  
Legal Sufficiency:  5/18/15  
Assistant County Attorney Date

## II. REVIEW COMMENTS

### Other Department Review:

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Department Director

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

g:\special facilities division\boynton beach golf advisory committee\agenda item format.doc

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

The information provided on this form will be used in considering your nomination. Please **COMPLETE SECTION II IN FULL**. Answer "none" or "not applicable" where appropriate. 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: 6-20-2015 To: 6-19-2020

Seat Requirement: Citizen at Large Seat #: 1

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: Clark Nathaniel Harris  
Last First Middle

Occupation/Affiliation: \_\_\_\_\_  
Owner  Employee  Officer

Business Name: Retired

Business Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Residence Address: 10958 Greentrail Drive S.

City & State: Boynton Beach, FL Zip Code: 33436

Home Phone: (609) 737-8580 Business Phone: ( ) Ext.

Cell Phone: (813) 704-2961 Fax: ( )

Email Address: Nickmrc4a@gmail.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: N/A

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>
Example: (R#XX-XX/PO XX)	Parks & Recreation	General Maintenance	10/01/00-09/30/2100

(Attach Additional Sheet(s), if necessary)  
OR

NONE



NOT APPLICABLE/  
(Governmental Entity)



**ETHICS TRAINING:** All board members are required to read and complete training on Article XIII, the Palm Beach County Code of Ethics, and read the State Guide to the Sunshine Amendment, Article XIII, and the training requirement can be found on the web at: <http://www.palmbeachcountyethics.com/training.htm>. Ethics training is on-going, and pursuant to FPM CW-P-80 is required before appointment, and upon reappointment.

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 on 10-4 2014  
 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: Nathaniel H Clark Printed Name: Nathaniel H Clark Date: 03/11/2015

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](http://www.palmbeachcountyethics.com) or contact us via email at [ethics@palmbeachcountyethics.com](mailto:ethics@palmbeachcountyethics.com) or (561) 233-0724.

Return this FORM to:  
Jon Herrick, Director of Special Facilities, Parks and Recreation Department  
2700 6<sup>th</sup> Avenue South, Lake Worth, Florida 33461

**Section III (Commissioner, if applicable):**

Appointment to be made at BCC Meeting on: June 2, 2015

Commissioner's Signature: Adel R. Vallecillo Date: 3/24/15

Section II Continued:

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<u>Example: (R#XX-XX/PO XX)</u>	<u>Parks &amp; Recreation</u>	<u>General Maintenance</u>	<u>10/01/00-09/30/2100</u>
_____	_____	_____	_____
_____	_____	_____	_____

(Attach Additional Sheet(s), if necessary)  
OR

NONE



NOT APPLICABLE/  
(Governmental Entity)



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\*Applicant's Signature: Nathaniel H Clark Printed Name: Nathaniel H Clark Date: 03/11/2015

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2700 6<sup>th</sup> Avenue South, Lake Worth, Florida 33461

**Section III (Commissioner, if applicable):**

Appointment to be made at BCC Meeting on:

Commissioner's Signature: S. Abrams (16) Date: June 2, 2015  
3/27/15

Section II Continued:

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<u>Example: (R#XX-XX/PO XX)</u>	<u>Parks &amp; Recreation</u>	<u>General Maintenance</u>	<u>10/01/00-09/30/2100</u>
_____	_____	_____	_____
_____	_____	_____	_____

(Attach Additional Sheet(s), if necessary)  
OR

NONE



NOT APPLICABLE/  
(Governmental Entity)



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AND

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\*Applicant's Signature: Nathaniel H Clark Printed Name: Nathaniel H Clark Date: 03/11/2015

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2700 6<sup>th</sup> Avenue South, Lake Worth, Florida 33461

**Section III (Commissioner, if applicable):**

Appointment to be made at BCC Meeting on:

June 2, 2015

Commissioner's Signature: Melissa McKenney Date: 4/10/15

Section II Continued:

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_____	_____	_____	_____
_____	_____	_____	_____

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OR

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2700 6<sup>th</sup> Avenue South, Lake Worth, Florida 33461

**Section III (Commissioner, if applicable):**

Appointment to be made at BCC Meeting on:

June 2, 2015

Commissioner's Signature: \_\_\_\_\_

*[Signature]*

Date: \_\_\_\_\_

3/24/15

Nathaniel (Nick) Clark  
10958 Greentrail Dr. S.  
Boynton Beach, FL 33436  
(P) 561-704-2961  
Email: nickmrc42@gmail.com

**SUMMARY:**

- Highly skilled in organizing resources and establishing priorities.
- Knowledge of contracting process and documents
- Ability to communicate effectively, both orally and in writing.
- In-depth knowledge of property management principles, procedures, and standards.
- Strong interpersonal and communication skills and the ability to work effectively with a wide range of constituencies in a diverse community.
- Ability to develop bid specifications and evaluate bids from contractors

**PROFESSIONAL EXPERIENCE**

2005 – Present Enjoying Retirement, Golfing and Community Volunteer

1997-2005 Director of Maintenance & Management, Housing Authority of The City of Fort Lauderdale, FL

- Managed the administration, planning, budgeting, programming and operation of the maintenance technical department servicing housing authority properties.
- Evaluated, developed and implemented maintenance department policies and procedures pertaining to work orders systems, inventory, material controls and requisition processes.
- Prepared bid information for the purchase of maintenance materials and equipment.

1987 – 1996 Contracted Service Manager, IBM Corporation, Boca Raton, FL

- Developed and managed over 100 sub-contractors engaged in providing services to maintain and support over 5,500 employees in 3.3M square foot site.
- Directed \$7M budget for contracted service programs provided by over twenty contractors. Managed up to twenty employees (both professionals and non-professionals).

**Other Interests:**

I have played golf for over fifty years and still maintain a single digit handicap. Over the years, I have been recognized for my knowledge of golf by professionals and aspiring young golfers. I have spent many hours tutoring and mentoring these young players to assist in improving their game to compete at the professional tour level. Several of these players have competed on the mini-tour.

Member of the following organizations:

- Inducted into the African American Golfers Hall of Fame - May 2014
- Currently a member of the Palm Beach County Amateur Golf Association. (Member 1975 – Present)
- Member of the Sunshine State Amateur Golf Association since 80's and served as Tournament Director
- Member of the Fairview Golf Club, Inc. since 1983. I have served as Tournament Director, Vice President and Club President
- On the staff of Inner City Youth Golfers, Inc. (ICYG), assistant golf instructor





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

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**I. AUTHORITY :**

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

**II. APPOINTING BODY :**

Board of County Commissioners

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

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

**EXTENDED COMPOSITION :**

**IV. MEETINGS :**

On call, as needed, 3:00 p.m., at Boynton Beach City Hall, 100 E. Boynton Beach Blvd, Boynton Beach.

**V. FUNCTIONS :**

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

**VI. LIAISON INFORMATION :**

LIAISON DEPARTMENT

Parks and Recreation

CONTACT PERSON

Jon Herrick

ADDRESS

2700 Sixth S Ave  
Lake Worth FL 33461  
Phone # 561-963-6738

\* indicates a member having an action pending



BOYNTON BEACH MUNICIPAL GOLF COURSE ADVISORY COMMITTEE

SEAT ID	CURRENT MEMBER	ROLE TYPE	RACE CODE	GENDER	BUSINESS / HOME PHONE	SEAT REQUIREMENT	APPOINT DATE	REAPPOINT DATE	EXPIRE DATE
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Appointed By : At-Large/Palm Beach County Board of County Commissioners

1	Nathaniel H. Clark	Member	AA	M	561-737-8520	Resident of Palm Beach County	01/13/2015		06/20/2015
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10958 Greentrail Dr S  
Boynton Beach FL 33436

NOMINATED BY :

2	Terry Aperavich	Member	CA	M	561-732-4487	Resident of Palm Beach County	11/05/2013		10/31/2018
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2860 SW 14th St Apt 14  
Boynton Beach FL 33426

NOMINATED BY :

2	Pamela M Rothman	Alternate Member A	CA	F	561-432-1305	Resident of Palm Beach County	01/24/2012		12/01/2016
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6783 Jacques Way  
Lake Worth FL 33463

NOMINATED BY :

Appointed By : City of Boynton Beach

3	Jack Ekelchik	Member	UN	M	732-207-2236	City of Boynton Beach Rep.	06/18/2013		06/30/2018
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13 Eastgate Dr  
Boynton Beach FL 33436

NOMINATED BY :

\* indicates a member having an action pending

Appointed Board Members of Boynton Beach

4	Herbert Suss	Member	UN	M	561-734-9984	City of Boynton Beach Rep.	08/05/2014	06/30/2019
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1711 Wood Fern Dr  
Boynton Beach FL 33436

NOMINATED BY :

5	Vacant	Member				City of Boynton Beach Rep.		06/30/2016
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NOMINATED BY :

5	Mark Frederick	Alternate Member A	UN	M	561-732-2874	City of Boynton Beach Rep.	08/16/2011	06/30/2016
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1508 SW 7th Ave  
Boynton Beach FL 33426

NOMINATED BY :


\* indicates a member having an action pending



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

**Date:** March 16, 2015

**To:** Shelley Vana, 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**

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

Nathaniel Harris Clark (Seat 1D # 1) was initially appointed on January 13, 2015 as a county committee member and his current term expires on June 20, 2015. Mr. Clark filled the unexpired portion of Arthur Mathews' term (January 13, 2015 – June 20, 2015) and he is interested in serving another term. Please find Mr. Clark's application attached.

The candidate will fill this position from June 20, 2015 – June 19, 2020. Of the three members appointed by the County, diversity makeup includes one Caucasian female, one African-American male and one Caucasian male. We are not aware of the remaining five members that were appointed by the City of Boynton Beach. The committee meets on an as needed, on-call basis.

If you wish to support Mr. Clark's reappointment, please sign and return the enclosed Boards/Committees Application. If you wish to nominate another candidate for consideration, please provide the nominee's contact information to me by March 27, 2015. Once all signed applications are returned, this matter will be presented to the Board.

Thank you for your consideration on this matter.

Attachments:

Nathaniel Clark's Application  
Committee Membership List  
Operating Statement/Lease Agreement as Amended

#4

R 90 8710  
AMENDED LEASE AGREEMENT

AMENDS

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 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  
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.

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

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

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

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

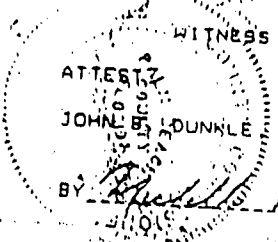
17. The waiver by the County of, or the failure of the County to take action with respect to, any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach of the same, or any other term, covenant or condition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

PALM BEACH COUNTY FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

BY [Signature] Clerk

BY [Signature]

ATTEST:

CHAIRMAN  
CITY OF BOYNTON BEACH MAY 22 1990

BY [Signature] Clerk

BY [Signature] Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

R 90 8710

BY [Signature]

AMENDS  
R-28-235

RECORDER'S MEMO: Legibility 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  
of Writing, Typing or Printing  
unsatisfactory 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 *John B. Dunkle*  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY *J. M. [Signature]*  
County Attorney

FILED THIS 12<sup>th</sup> DAY OF February 1980  
AND RECORDED IN RESOLUTION  
MINUTE BOOK NO. 1211 AT  
PAGE 15-30 REVISIONS VERIFIED  
JOHN B. DUNKLE, CLERK  
BY *Kathryn S. Miller* D.C.

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

R 90 871D

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 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

110  
Palm Beach, Florida 33405

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

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, 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 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.

RECORDERS MEMO: Legibility  
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of this document

R 90 871D

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

80 254

10. 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 dealed 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 12<sup>th</sup> day of February

1980.

ATTEST:

JOHN B. DUNKLE, Clerk  
BY John T. Chisum  
Deputy Clerk

FEB 12 1980  
PALM BEACH COUNTY FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS  
BY Dennis P. Koehler  
Chairman

ATTEST:

BY James Padgett

CITY OF BOYNTON BEACH

BY Buddy Rouse

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY James Padgett  
County Attorney

BOOK 0890 PAGE 258 R-90-871D

I, JAMES 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.

RECORDED MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when photocopied.

James Padgett

Meeting Date: May 22, 1990

Agenda Item #:

4C-1  
R-90-871-0  
R-90-872-0  
R-P 5-6

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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  
Amendment to Lease Agreement for  
Boynton Beach Municipal Golf Course and ~~amendment to Operating Statement~~  
for Boynton Beach Municipal Golf Course Advisory Committee.  
SEE R-81-914

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

Background and Justification:

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

Attachments:

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

(SEE PAGE 2 FOR OFMB/PRM COMMENTS.)

Recommended by: [Signature]  
Department Director

R 90 871D  
4/30/90  
Date

Reviewed by: [Signature]  
OFMB Signature

5/2/90  
Date

Legal Sufficiency: [Signature]  
County Attorney

5/4/90  
Date

Approved by: [Signature]  
Assistant County Director

5/7/90  
Date

0890 259

ATTACHMENT

BOYNTON BEACH MUNICIPAL GOLF COURSE  
ADVISORY COMMITTEE - OPERATING STATEMENT

R 90 8720

AMENDS

R-91-914

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.

RECORDER'S MEMO: Legibility  
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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

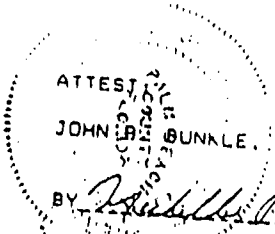
Attached to this Operating Statement and made a part hereof is the lease agreement between the City and the County dated February 12, 1980.

VII. APPROVAL

This amended Operating Statement is approved by the Board of County Commissioners on this \_\_\_\_\_ day of MAY 22 1990, 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: *[Signature]*  
(SEAL)

BY: *[Signature]*  
CHAIRMAN R 90 8720

ATTEST:

BY: *[Signature]*  
City Clerk  
(SEAL)

CITY OF BOYNTON BEACH, FLORIDA  
BY: *[Signature]*  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: *[Signature]*

AMENDS  
R-81-814

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

*[Signature]*  
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 Koehler, 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 whereupon declared the resolution 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 *W. J. ...*  
County Attorney

John B. Dunkle, Clerk  
By *W. K. ...*  
Deputy Clerk

FILED THIS JUL 21 1931 DAY OF  
..... 19 ..  
AND RECORDED IN RESOLUTION  
MINUTE BOOK NO. .... AT  
PAGE ..... RECORD VERIFIED  
- JOHN B. DUNKLE, CLERK  
BY *...* 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. DUNGLE, 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

[Signature]