

SPECIAL MEETING HELD BY THE TOWN COMMISSION FOR THE TOWN OF OCEAN RIDGE, FLORIDA, TO BE HELD IN THE TOWN HALL ON WEDNESDAY, DECEMBER 22, 1999, AT 5:00 P.M.

The meeting was called to order and roll call was answered by the following:

Commissioner Bingham  
Commissioner Bridges

Commissioner Stamos  
Vice Mayor Kaleel

It was noted that Mayor Aaskov was absent with notice.

**RESOLUTION NO. 99-28; APPROVING THE CONTRACT FOR SALE AND PURCHASE WITH THE CITY OF BOYNTON BEACH AND AUTHORIZING THE MAYOR OR VICE MAYOR AND TOWN CLERK TO EXECUTE THE INTERLOCAL AGREEMENT REGARDING THE USE OF THE BOYNTON BEACH PARK AND THE PARKING FACILITIES AT THE OCEAN RIDGE TOWN HALL AND PROVIDING FOR AN EFFECTIVE DATE**

Vice Mayor Kaleel commented that he was pleased to announce that a successful deal has been reached between the town and the city concerning the sale and purchase of the Boynton Beach property surrounding the Town Hall. He stated that Boynton Beach had unanimously approved the \$270,000 contract for the sale contingent upon an accurate legal description and minor verbiage changes. He stated that they also approved the Interlocal Agreement providing for overflow parking in the Town Hall lot for special events or holidays excluding town business hours or meetings. He added that the Interlocal Agreement also provided for a representative from Ocean Ridge to participate in the planning of special events. Vice Mayor Kaleel stated that he felt this purchase was a win/win situation for both municipalities.

Vice Mayor Kaleel stated that Boynton Beach had originally wanted a reverter clause but he objected and stated that the town must have the ability to utilize the land as it sees fit. He stated that the property would be owned in fee simple title and not tied together with the Interlocal Agreement.

Town Clerk Hancsak read the resolution by title only.

Atty Spillias advised that he had not spoken to the Boynton Beach attorney, however, he received feedback from the Boynton Beach meeting that the sale would be contingent on a new survey and accurate legal description. He pointed out that the contract provided that the closing costs would be split between the two municipalities.

Comm Stamos stated that he was concerned with approving a contract that did not have the exhibits attached. He also pointed out an error on Line 39 referring to the land as residential and questioned Line 75 as it related to the Interlocal Agreement. He commented that he did not want any problems arising in the future. Vice Mayor Kaleel stated that the documents were being executed in good faith by both parties. Atty Spillias

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advised that once completed the updated and completed the legal description would be attached as Exhibit A and several minor verbiage changes were discovered and will be corrected. Atty Spillias stated that he did not feel the absence of the legal description would hinder the contract and still felt it was binding because the appraisal was still outlined.

Comm Stamos questioned why the Interlocal Agreement was not part of the contract. Atty Spillias advised that if the agreement was breached or terminated at any time then the deed would be called into question and the land could possibly belong to Boynton Beach again in the future. He added that the Interlocal Agreement was a motivating factor for both parties to enter the contract.

Comm Stamos commented that he was concerned with the 180 day termination clause and felt it made the agreement loose because it was only as good as both Commissions. Vice Mayor Kaleel again stated that both municipalities were acting in good faith and the agreement was similar in terms as the ALS and Water agreements.

Comm Bridges moved to approve Resolution 99-28 contingent on both municipal attorneys approving the legal description and minor language changes, \$270,000.00 to be funded from the Capital Projects Fund and a maximum \$2,000.00 additional funding for closing costs. Comm Bingham seconded the motion.

Roll Call – motion carried Yea 4

Comm Bridges stated that he felt this sale and agreement was good for both towns and he applauded Vice Mayor Kaleel for his effort and both Commissions for working together.

ADJOURNMENT

The meeting was adjourned at approximately 5:30 P.M.

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Mayor Gail Adams Aaskov

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Vice Mayor Kaleel

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Comm Bridges

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Comm Stamos

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Comm Bingham

ATTEST:

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Town Clerk