



FAIRFAX COUNTY PARK AUTHORITY

M E M O R A N D U M



TO: Chairman and Members
Park Authority Board

VIA: John Dargle, Director *CD*

FROM: Peter Furey, Manager
Golf Enterprises

DATE: May 19, 2009

Agenda

**Public Links, Inc. Annual Meeting
Wednesday, May 27, 2009 – 5:15 p.m.
Board Room – Herrity Building
Chairman: William Bouie**

1. 2008 Annual Report
2. Leases for 2009- 2010*
3. Election of Officers 2009-2010
4. Minutes from Annual Meeting 2008*

*Enclosures

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THIS LEASE, made this 27th day of May, 2009, by and between FAIRFAX COUNTY PARK AUTHORITY, hereinafter called Landlord, and PUBLIC LINKS, INC., hereinafter called Tenant.

WITNESSETH:

That for and in consideration of the mutual covenants and promises herein contained by and between the parties hereto, the Landlord agreed to lease to the Tenant the right to use the Clubhouses at Greendale Golf Course, Twin Lakes Golf Course, Pinecrest Golf Center and the Laurel Hill Golf Club for a period beginning at 12:00 o'clock Noon, on the 28th day of May 2009, and ending at 12:00 o'clock Noon, on the 31st day of May 2009, unless otherwise notified or terminated as provided herein, as follows:

1. The parties agree that the Tenant shall have the right and privilege to operate a concession for the sale of food, beverages, and beer in an agreed area at the Greendale, Pinecrest, Twin Lakes and Laurel Hill Golf Club Clubhouses, Fairfax County, Virginia.
2. It is understood that the Tenant will also be entitled to use such facilities, equipment and fixtures provided by the Landlord in the operation of its concession.
3. Tenant agrees that they will use said property for the sole purpose of selling food and beverages, including beer, at Greendale, Pinecrest, and Twin Lakes Golf Courses and for no other purpose. The Laurel Hill Golf Club will offer wine in addition to beer, food and other beverages.
4. Tenant will not use and will not permit said property or any part thereof to be used for any disorderly or unlawful purpose.
5. Tenant will at all times be subject to reasonable rules, restrictions, and instructions regarding the use of the property by the Landlord.
6. Tenant agrees to observe and abide by any and all lawful notices, rules, and requests given or made by Landlord for the occupancy, operation, and maintenance of the property.
7. Tenant will not cause or permit any signs, advertisements, pictures, fixtures, inscriptions, or notices to be displayed, inscribed upon, or affixed on any part of the outside of the said property except as authorized by Landlord and any applicable public law.
8. It is understood that this lease may be terminated by either party upon giving thirty (30) days written notice from wither to the other, after which this lease shall no longer be in full force and effect.
9. The Tenant will be responsible for the maintenance; cleanliness of all equipment, fixtures, and furnishings supplied to it by the Landlord, and agrees to return the same to the Landlord in the same condition as given initially, less ordinary wear and tear
10. Tenant agrees, at its own cost and expense to keep and maintain all permits and licenses required by the laws of the Commonwealth of Virginia, and the County of Fairfax, and to keep in full force and effect Public Liability insurance in the amount of at least \$100,000 per person in any one occurrence, and no less than \$300,000 in the aggregate in any one occurrence, which coverage shall include Products Liability Protection. Said policy will name the

Landlord as an additional insured on the Contract.

11. In return for the use of all of the facilities by the Tenant in the Greendale, Pinecrest, Laurel Hill and Twin Lakes Golf Course Clubhouses, the Tenant agrees to pay to the Landlord the total of all net proceeds received by it from the operation of its concession.

12. All of the terms, covenants, agreements and provisions herein contained shall bind and insure to the benefit of the Landlord, Tenant, their herein, executors, administrators, personal representatives, successors, trustees, receivers, and assigns, as applicable, except as otherwise provided herein.

13. All nouns used herein shall be interpreted and construed to include the singular, plural, masculine, feminine, or neuter forms in any place or places in which the context may require to indicate such interpretation and construction.

14. Unless otherwise modified by the context of this lease, the word "term" whenever used herein shall include and be construed to mean the original and full term of this lease, any extension or renewal thereof, and the period of time between the beginning of the original term and the termination of this lease for any cause whatever.

15. This lease contains the entire agreement between all parties hereto and shall not be changed or modified in any manner except by an instrument in writing executed by the parties hereto.

WITNESS the following signatures and seals:

FAIRFAX COUNTY PARK AUTHORITY

By: _____(SEAL)

PUBLIC LINKS, INC.

By: _____(SEAL)

ATTEST:

PUBLIC LINKS, INC.

Annual Board of Director's Meeting

May 28, 2008

Minutes

The Public Links, Inc. Annual Board of Director's Meeting was held May 28, 2008, at the offices of the Fairfax County Park Authority, 12055 Government Center Parkway, Fairfax Virginia.

In attendance and representing Public Links, Inc were:

Mr. Harold L. Strickland, President
Mr. Frank Vajda, Vice-President
Mr. William Bouie, Secretary
Mr. Gary Temple, Treasurer

Representing the Fairfax County Park Authority were:

Ms. Cindy Messinger, Deputy Director/COO
Mr. Charles Bittenbring, Director Park Services
Ms. Judy Pedersen, PIO
Ms. Marie Reinsdorf, Board Member
Mr. Harrison Glasgow, Board Member
Mr. Peter Furey, Golf Enterprises
Ms. Elisa Lueck, Director's Office

Mr. Strickland called the meeting to order and the first order of business, the 2007 Annual Report, was presented by Mr. Furey.

Mr. Strickland mentioned the successful operations of the beverage carts at Twin Lakes, Laurel Hill and Greendale and asked if there might be other sources of revenue available to the Park Authority through Public Links Inc. such as "gaming" events or activities. Mr. Strickland asked staff to look into the possibility of offering events such as bingo or raffles.

The next item of business was the election of officers for Public Links Inc. Mr. Furey read the names of the nominees and that was seconded. There was a unanimous vote and the following slate was approved:

President: Hal Strickland
Vice President: William Bouie
Secretary: Frank Vajda
Treasurer: Gary Temple

Mr. Furey presented the minutes from the 2007 meeting. A motion was made to approve the minutes and seconded.

Mr. Strickland motioned that since there was no more new business the 2008 annual Public Links Inc. meeting be adjourned. The motion was seconded and the meeting adjourned.