



Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, April 2, 2014, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, April 2, 2014 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Assistant Town Attorney Matthew Ramenda, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

1. Presentation of Certificates of Appreciation to Town Commission-Appointed Volunteers

Mayor DuBois, Vice-Mayor Glas-Castro, and Commissioner Rapoza presented the Certificates of Appreciation to the Town Commission-Appointed Volunteers.

2. Proclaiming April as Water Conservation Month.

Mayor DuBois read the proclamation.

PUBLIC COMMENT:

None

CONSENT AGENDA:

3. Regular Commission Meeting Minutes of March 19, 2014

Motion: A motion was made by Commissioner O'Rourke to approve the Consent Agenda; Commissioner Flaherty made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCES ON FIRST READING:

None

PUBLIC HEARINGS - ORDINANCE ON SECOND READING:

None

BOARD MEMBERSHIP NOMINATIONS:

4. Ludie Francois for the Planning and Zoning Board by Mayor James DuBois

Mayor DuBois explained the item (see attached Exhibit "A").

Mayor DuBois nominated Ludie Francois to be re-appointed to the Planning and Zoning Board. Commissioner O'Rourke seconded the nomination.

Ludie Francois thanked the Commission for giving her the opportunity to serve on the Planning and Zoning Board.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

Robert Shelton for the Library Board by Mayor James DuBois

Mayor DuBois explained the item (see attached Exhibit "A").

Mayor DuBois nominated Robert Shelton to be appointed to the Library Board. Commissioner O'Rourke seconded the nomination.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

RESOLUTION:

5. Authorizing the Mayor to Sign a Site Lease with Options with T-Mobile South LLC for Placement of a Stealth Cell Tower at the Lake Park Harbor Marina.

Town Manager Sugerman explained the item (see attached Exhibit "B").

Vice-Mayor Glas-Castro asked if the Town Code had any set back restrictions or requirements.

Town Manager Sugerman stated that the Town Code does not have any type of restrictions for stealth cell towers. He stated that there are restrictions in the Town Code as they relate to flagpoles.

Vice-Mayor Glas-Castro clarified that this stealth cell tower was a single user tower for T-Mobile and that there was no ability to have co-located carriers use the tower.

Town Manager Sugerman explained that since this was a stealth cell tower it does not have the traditional four legs with the large drums or reflective shields on the pole. Instead, the working components of the tower are within the yardarm monopole itself.

Adam Morris, the T-Mobile Representative answered questions of the Commission regarding the type of stealth cell tower that would be installed at the Lake Park Harbor Marina. He explained that the stealth cell tower was designed to allow for expansion in the future.

Town Manager Sugerman explained that the stealth cell tower would be installed on the south end of the retention pond at the Harbor Marina.

Vice-Mayor Glas-Castro asked if the Planning and Zoning Board would review the site plan.

Town Manager Sugerman explained that it would go through the Planning and Zoning process. He stated that within the 24-month period T-Mobile would need to determine if this site works for the stealth cell tower.

Commissioner Rapoza asked if the stealth cell tower has a fall risk factor.

Mr. Morris explained that stealth cell tower are designed to collapse upon itself.

Commissioner Flaherty asked if the stealth cell tower were to be expanded in the future, would that mean it would go higher.

Mr. Morris explained that additional panels would fit within the current design plan.

Commissioner O'Rourke asked if an expansion were necessary, would T-Mobile come back before the Commission for approval.

Mr. Morris stated that yes they would come back before the Commission.

Commissioner Rapoza asked if additional panels were necessary would it change the design.

Mr. Morris explained that the additional panels would be installed internally.

Commissioner Flaherty stated that he noticed flags on several images of the stealth cell tower and asked if the Marina flag could be installed at the Town's leisure.

Mr. Morris stated that the Town staff would make the decision.

Town Manager Sugerman clarified that T-Mobile was not proposing flags on the stealth cell tower, but showed what having flags on the stealth cell tower would look like.

Mayor DuBois raised several concerns with the proposed Site Lease Agreement. He stated that if at the end of the Agreement the easements would remain, which he was opposed to, and therefore he asked that language be included to state that if the Town would like to have the easements removed then T-Mobile should be responsible for doing that, since failure to do so may encumber what the Town can do with the rest of the property after T-Mobile were to leave.

Assistant Town Attorney Ramenda pointed out that in the Site Lease Agreement, as part of section 7 subsection E, easements language dealing with the expiration of the easement at the end of the lease was already included.

Mayor DuBois suggested stronger language be included as part of the motion.

Assistant Town Attorney Ramenda suggested the following language "that the easement shall terminate at the conclusion of the Lease and any fees associated with that termination be paid by T-Mobile".

Mr. Morris stated that he has never vacated an easement and was not sure how that would work, but felt that his client would not have a problem with the fees associated with the termination.

Mayor DuBois asked that the Town receive, in addition to the rent, a 50 percent share of the net additional revenues from co-tenants. He asked if the words "Lake Park Harbor Marina" could be painted on the pole facing the waterway.

Town Manager Sugerman stated that this type of signage was not allowed in the Town Code.

Motion: A motion was made by Commissioner O'Rourke to approve Resolution No. 10-04-14 Authorizing the Mayor to Sign a Site Lease with Options with T-Mobile South LLC for Placement of a Stealth Cell Tower at the Lake Park Harbor Marina with additional language which would include that the easement shall be returned at the conclusion of the contract and the costs for removal (or abandonment) of the easement shall be borne by T-Mobile, additionally that the contract shall include 50 percent of the net revenue sharing provision if T-Mobile has additional co-locators on the Tower; Commissioner Rapoza made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
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Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

NEW BUSINESS:

6. Authorizing the Town Manager to Submit Two Community Development Block Grant Applications

Town Manager Sugerman explained the item (see attached Exhibit "C").

Commissioner O'Rourke asked if these applications included details of the design of the projects.

Town Manager Sugerman stated that the details are not included, but the staff engineer did some preliminary designs to come up with the estimated cost of the projects.

Commissioner O'Rourke expressed concern if the bathroom designs include showers at the Lake Shore Park.

Town Manager Sugerman explained that the design of the public bathrooms are not included as part of the grant application.

Mayor DuBois asked if the design of the bathrooms at Lake Shore and Kelsey Park's would be similar to those that were built at Bert Bostrom Park.

Public Works Director Dave Hunt responded to questions regarding the type of bathrooms that were built at Bert Bostrom Park.

Commissioner O'Rourke asked if all the tennis courts would have lights installed.

Town Manager Sugerman explained that lights would be installed at the four (4) tennis courts in Lake Shore Park.

Commissioner Flaherty asked if the Town decided not to follow what the application states then the Town would not be reimbursed for the project.

Town Manager Sugerman stated that he was correct.

Motion: A motion was made by Commissioner O'Rourke to Authorize the Town Manager to Submit Two Community Development Block Grant Applications as presented; Commissioner Rapoza made the second.

Commissioner O'Rourke expressed concern with a possible design of the restrooms at Lake Shore Park.

Mayor DuBois explained that a Community Development Block Grant priorities list was created several years ago, but most of those projects would require fewer funds to complete.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird was absent and Assistant Town Attorney Ramenda had no comments.

Town Manager Sugerman provided the Commissioners with calendars of the next five (5) months so that they can let staff know which dates they were not available for budget workshops.

Vice-Mayor Glas-Castro asked if the Town has to hold workshops on the same nights as Regular Commission meeting.

Town Manager Sugerman explained that workshops could be held on any night. However, the Town must adhere to very specific guidelines when conducting the Budget Hearings, which could be held on the same night as Regular Commission meetings. He provided a brief update on House Bill 479, also known as the Sober House legislation. He reported that Earl Stewart Toyota has submitted a completed Planned Unit Development (PUD) Site Plan Amendment, a Special Exception Application, a Variance, and Abandonment of Right-of-Way Applications by the March 31, 2014 deadline. He stated that the Town would be releasing their \$30,000 good faith payment.

Finance Director Blake Rane stated that Earl Stewart Toyota has submitted the documentation by the March 31st deadline, but they have additional deadlines for project completion before the good faith payment was released back to them.

Town Manager Sugerman wished Vice-Mayor Glas-Castro a Happy Birthday on Friday.

Commissioner Rapoza congratulated the Mayor and Commissioner O'Rourke for their work in Tallahassee during Palm Beach County Days for the Sober House legislation. She congratulated the home owners of 617 W. Kalmia Drive for becoming the Property of the Month for the month of April. She congratulated all of the Town volunteers for their hard work. She reminded everyone of the Chili Cook-Off on Saturday, April 5, 2014 from 11:00 a.m. until 6:00 p.m. in Kelsey Park. She reminded everyone of the Easter Egg Hunt on Saturday, April 19, 2014 from 9:00 a.m. until 11:00 a.m. in Kelsey Park. She stated that April is Water Conservation month.

Commissioner O'Rourke wished Vice-Mayor Glas-Castro a Happy Birthday. He thanked Town staff especially Janet Perry for a successful Sunset Celebration.

Commissioner Flaherty wished Vice-Mayor Glas-Castro a Happy Birthday. He stated that different community organizations would be represented at the Chili Cook-off. He announced that on Wednesday April 9, 2014 the Community Watch meeting would be at the Library at 6:30 p.m.

Vice-Mayor Glas-Castro reminded everyone about the Chili Cook-off. She stated that everyone was encouraged to wear blue today in support of National Autism Day. She stated that at the Palm Beach County League of Cities Board Meeting they discussed Palm Beach County consideration of a half-cent sales tax that would fund road infrastructure. At this time, the Palm Beach County Board of County Commissioners are not all in full support to place this item on the November ballot for voter consideration. However, if there were consensus to place this item on the November ballot, the half-cent sales tax would be for three (3) years (January 2015 – December 2017). A portion of the proceeds of the half-cent sales tax collected would be distributed to the cities. She explained that the Palm Beach County League of Cities has asked for the Town's support of this item and she asked that Commission discuss this item at the May 7, 2014 meeting by placing it on that agenda.

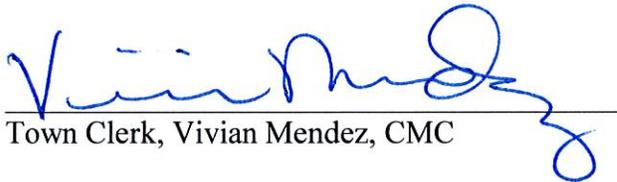
Mayor DuBois congratulated Vice-Mayor Glas-Castro on her nomination to the Palm Beach County League of Cities Board of Directors and that there would be a vote at their April meeting. He congratulated Freedom Boat Club on their successful grand opening, which was on Saturday, March 29, 2014. He thanked staff for making the Freedom Boat Club Agreement work. He stated that the Easter Egg Hunt would be held April 19, 2014.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 8:30 p.m.



Mayor James DuBois



Town Clerk, Vivian Mendez, CMC



FLORIDA

Approved on this 16 of April, 2014



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 2, 2014

Agenda Item No. Tab 4

Agenda Title: Board Member Nominations

- | | | | |
|--------------------------|---------------------------|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> | CONSENT AGENDA | <input type="checkbox"/> | DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> | PRESENTATION/PROCLAMATION | <input type="checkbox"/> | RESOLUTION |
| <input type="checkbox"/> | PUBLIC HEARING | <input type="checkbox"/> | ORDINANCE ON ____ READING |
| <input type="checkbox"/> | BID/RFP AWARD | <input checked="" type="checkbox"/> | OTHER: BOARD MEMBER NOMINATION |

Approved by Town Manager  Date: 3/25/14

Dale S. Sugerman, Ph.D./ Town Manager
Name/Title

Originating Department: Town Clerk	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Nomination from Mayor DuBois Town Code Section 2-112(i) Board Volunteer List
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>DSS</u> Please initial one.

Summary Explanation/Background:

Mayor DuBois has made two nominations to two vacancies which have occurred on two different boards. These nominations include:

- Robert Sheldon for the Library Board (consideration as a new appointee).
- Ludie Francois for the Planning and Zoning Board (consideration for re-appointment).

The candidate's biographical information for these appointments has been placed in the Town Commission Dropbox.

Recommended Motion: In order for either or both of these two nominations to go forward, there must be a second to the nomination(s) and a majority vote of the Commission for either or both nominees.

Vivian Mendez

From: James DuBois
Sent: Friday, March 21, 2014 4:36 PM
To: Vivian Mendez
Subject: Re: Commission-appointed volunteers

Dear Vivian

I am happy to nominate both Ms. Francois and Mr. Sheldon to the respective boards and membership positions they have requested, please accept this email as nomination for such.

Thanks, jdb

James DuBois
Mayor, Town of Lake Park
561-718-8989
Sent from iPhone

On Mar 21, 2014, at 4:01 PM, "Vivian Mendez" <vmendez@lakeparkflorida.gov> wrote:

Good afternoon,

The Commission adopted a new process last year for Commission-appointed volunteers. The new process states that the Clerk will provide a volunteer list to the Commission in which the Commission could then review the applications and make a nomination of an applicant to a Town board.

The attached document indicates the new applicant seeking appointment to the Library Board and a reappointment to the Planning and Zoning Board. The corresponding board membership applications can be found in the Dropbox.

If you have any questions regarding the attached document or the applications in the Dropbox please contact me.

Sincerely,

Vivian Mendez, CMC
Town Clerk/Deputy Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
561-881-3311
561-881-3314 fax
vmendez@lakeparkflorida.gov

* Please note: Florida has a very broad public records law. Written communication regarding Town business are public records available to the public upon request. Your e-mail communications are therefore subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity, instead contact this office by phone. Section 668.6076, F.S.



Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 2, 2014

Agenda Item No. Tab 5

Agenda Title: Authorizing the Mayor to Sign a Site Lease with Options with T-Mobile South LLC for Placement of a Stealth Cell Tower at the Lake Park Harbor Marina

- | | |
|----------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> CONSENT AGENDA | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input checked="" type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE ON ____ READING |
| <input type="checkbox"/> BID/RFP AWARD | <input type="checkbox"/> OTHER: |

Approved by Town Manager  Date: 3/21/14

Dale S. Sugerman, Ph.D./ Town Manager
Name/Title

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution Site Lease with Option Pictures of the site
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>DSS</u> Please initial one.

Summary Explanation/Background:

A number of months ago, T-Mobile approached the Town expressing an interest in installing a 125' stealth cell tower on the grounds of the Lake Park Harbor Marina. Attached is a Site Lease with Option agreement, which if approved, will provide for the following:

- T-mobile will be given two (2) 12 month option periods to determine if this site will be a successful location for the installation of a cell tower. They will pay the Town \$2,950.00 for each 12 month option period.
- If the location will work for them, T-mobile will be responsible for all costs associated with installing the cell tower.

- The cell tower will be a “stealth” tower. It will be designed as a yard arm and will fit in with the motif of the Marina. Visual depictions of how the stealth tower will look are attached.
- Monthly rental payments will be \$2,950.00 (\$35,400.00 in the first year), with an annual 3% inflation of the rental payments.
- The agreement will be for an initial 5 year term, with 5 renewals. If the rental period covers all 25 years, the annual rental payment will be approximately \$93,500.00.

A copy of the proposed Site Lease with Option and depictions of the actual tower and how it will look in place are attached for your review.

A representative from T-Mobile (most likely Adam Morris) will be in attendance at the meeting to go over the renderings of the proposed stealth tower and to answer any questions that the Commission may have.

Recommended Motion: I move to approve Resolution No. __-2014.

RESOLUTION NO. 10-04-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AND OPTION AGREEMENT WITH T-MOBILE USA, INC. FOR THE CONSTRUCTION OF A COMMUNICATIONS TOWER AT THE LAKE PARK HARBOR MARINA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to its proprietary functions and authority, the Town owns and operates a marine facility known as the Lake Park Harbor Marina (the Marina); and

WHEREAS, T-Mobile USA, Inc. (T-Mobile) has negotiated with the Town Manager a proposal to site, and perhaps construct a “stealth” cellular communications tower at the Marina; and

WHEREAS, the Town Manager has negotiated the terms of a Lease and Option Agreement with T-Mobile’s responsibilities pertaining to the siting and possible construction of a cellular communications tower at the Marina; and

WHEREAS, the Town Manager has recommended to the Town Commission that it enter into a Lease and Option Agreement with T-Mobile for the siting and construction of a cellular communications tower at the Marina.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the Lease and Option Agreement with T-Mobile. A copy of the Lease and Option Agreement is attached hereto and incorporated herein as Exhibit “A”.

Section 3. This Resolution shall be effective upon adoption.

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between The Town of Lake Park, a municipal corporation of the State of Florida ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of two thousand nine hundred and fifty and no/100 dollars (\$2950.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of two thousand nine hundred and fifty and no/100 dollars (\$2950.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, and upon advance notice to Landlord, Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 105 Lake Shore Drive, Lake Park, Florida 33403, comprises approximately 500 square feet.

2. Term. Upon exercise of the Option, the initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a

written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, two thousand nine hundred and fifty and no/100 dollars (\$2950.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted annually on each anniversary of the Commencement Date to an amount equal to one hundred three percent (103%) of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, and shall exercise its best efforts to prevent its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Adding other communication facilities on the tower is not, in and of itself, considered interference. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal

agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence; such fence installation may only be constructed after obtaining the appropriate fencing permit from the Town's Building Department.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of optical fiber facilities and emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable and optical fiber facilities, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any governmental approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. This indemnification by the Landlord is, in no way intended to, and does not waive the Landlord's entitlement to sovereign immunity and the limitations of liability pursuant to § 768.28, Fla. Stat.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

Attn: Lease Compliance/Site #6WP1273D

If to Landlord:

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Attn: Town Manager

Send Rent payments to:

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Attn: Finance Department

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This indemnification by the Landlord is, in no way intended to, and does not waive the Landlord's entitlement to

sovereign immunity and the limitations of liability pursuant to § 768.28, Fla. Stat. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord and Landlord's written approval, such approval shall not be unreasonably withheld.

(b) Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

(c) Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant at tenants sole expense.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith at Tenant's sole expense.

(f) This Lease shall be governed by the laws of the State of Florida. In the event of any litigation venue shall lie in the 15th Judicial Circuit Court, in and for Palm Beach County, or if a federal claim in the United States District Court, Southern District of Florida.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Town of Lake Park, a municipal corporation of the State of Florida.

By: _____

Printed Name: JAMES DUBOIS

Title: MAYOR

Date: _____

ATTEST:

Approved as to form and legal sufficiency:

VIVIAN MENDEZ
TOWN CLERK

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

(TOWN SEAL)

TENANT: T-Mobile South, a Delaware limited liability company

By: _____

Printed Name: Harlan Kickhoefer

Title: Director Engineering & Operations

Date: _____

T-Mobile Legal Approval

WITNESSES:

Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT A

Legal Description

The Property is legally described as follows:

[Enter legal description here or on attachment(s)]

DRAFT

EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

[Enter Premises description here or on attachment(s).]

DRAFT

EXHIBIT C

Memorandum of Lease

MEMORANDUM OF LEASE

Assessor's Parcel Number: 36434221000040010

Between The Town of Lake Park ("Landlord") and T-Mobile South LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between The Town of Lake Park, a municipal corporation of the state of Florida ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Town of Lake Park, a municipal corporation of the State of Florida.

By:

Printed Name:

Title:

Date:

WITNESSES:

Print Name: _____

Print Name: _____

TENANT: T-Mobile South, a Delaware limited liability company.

By:

Printed Name: Harlan Kickhoefer

Title: Director Engineering & Operations

Date:

WITNESSES:

Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____



[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me on _____ by
_____, [title] _____ of
_____ a _____ [type of entity], on behalf
of said _____ [name of entity].

Dated: _____

Notary Public

Print Name

My commission expires

(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF _____)

) ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that <Director Name> is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the <Director's Title> of <Market Entity Name>, a Delaware <corporation or limited liability co>, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public

Print Name

My commission expires

(Use this space for notary stamp/seal)

Memorandum of Lease Exhibit A

Legal Description

The Property is legally described as follows:

ADDENDUM TO SITE LEASE WITH OPTION

[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

NONE.

LANDLORD: Town of Lake Park, a municipal corporation of the state of Florida
Landlord Name

By:

Printed Name:

Title:

Date:

TENANT: T-Mobile South, a Delaware limited liability company.

By:

Printed Name: Harlan Kickhoefer

Title: Director Engineering & Operations

Date:

WITNESSES:

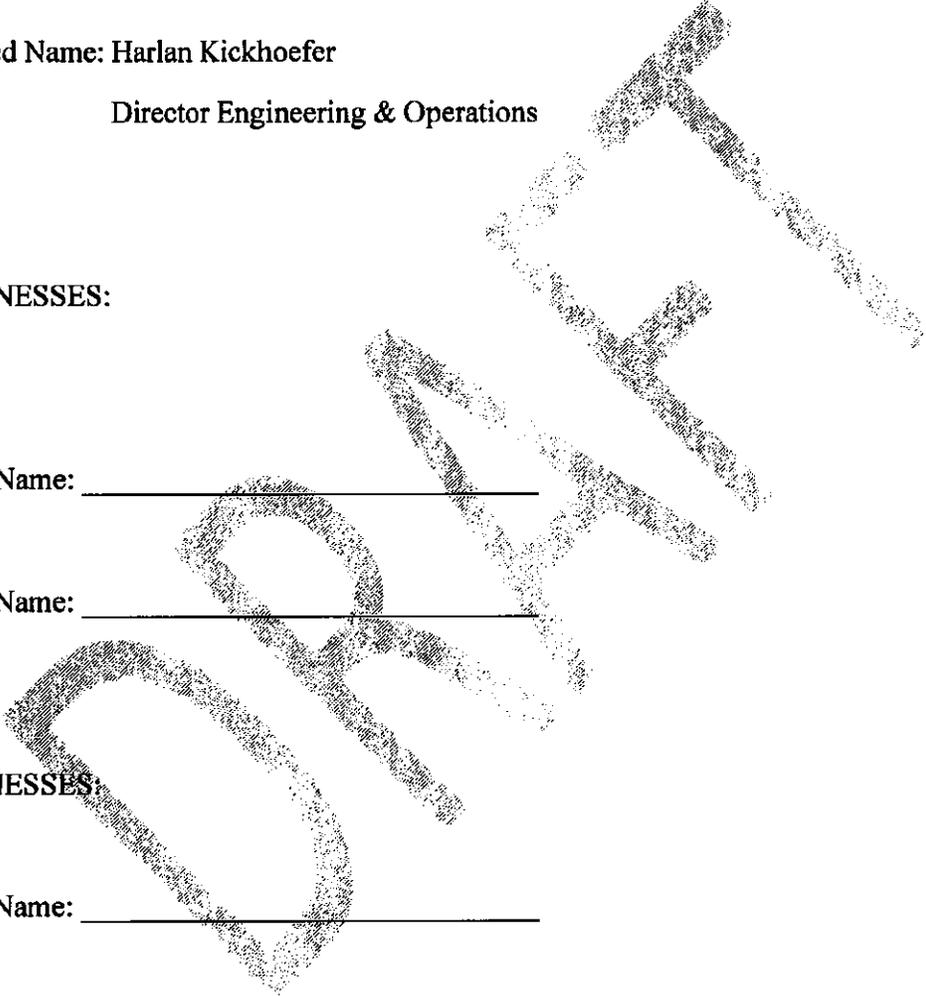
Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____





Town of Lake Park Town Commission

Exhibit "C"

Agenda Request Form

Meeting Date: April 2, 2014

Agenda Item No. *Tab 6*

Agenda Title: Authorizing the Town Manager to Submit Two CDBG Grant Applications

- | | |
|----------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> CONSENT AGENDA | <input type="checkbox"/> DISCUSSION/POSSIBLE ACTION |
| <input type="checkbox"/> PRESENTATION/PROCLAMATION | <input checked="" type="checkbox"/> NEW BUSINESS |
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE ON ____ READING |
| <input type="checkbox"/> BID/RFP AWARD | <input type="checkbox"/> OTHER: |

Approved by Town Manager *DSS* Date: *3/21/14*

Dale S. Sugerman, Ph.D./ Town Manager
Name/Title

Originating Department: Town Manager	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Draft CDBG Grant Applications
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>DSS</i> Please initial one.

Summary Explanation/Background:

The Town of Lake Park is eligible to receive three different Community Development Block Grants during fiscal years 2013-2014 and 2014-2015. For 2013, the Town is eligible to receive approximately \$42,000 in entitlement funds. In 2014-2015, we not only will receive our annual entitlement funds of approximately \$42,000, but it is our turn in the rotation (once every seven years) for the Special Area of Hope allocation program with our allocation equal to approximately \$322,000 in grant funds. All totaled, and after combining all three allocations, the Town will be eligible for approximately \$406,000 in CDBG funds.

To that end, the staff has developed two grant programs designed to enhance the work on the public tennis courts already completed in Lake Shore Park. We are proposing to demolish/renovate all of the public bathrooms in both Kelsey Park and Lake Shore Park, as well as install new lighting at the four tennis courts in Lake Shore Park.

Attached are two draft grant agreements which describe the proposed projects. These projects have already been reviewed, in draft, by the staff of the Department of Economic Sustainability of Palm Beach County (the folks who administer the CDBG program). Their preliminary review has indicated that these two projects are highly grant eligible and will be looked upon favorably by their office for grant funding approval.

Recommended Motion: I move to authorize the Town Manager to submit the two CDBG grant applications as presented.

**GRANT
APPLICATION #1**

KELSEY PARK

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

APPLICATION FOR FUNDING ASSISTANCE

ENTITLEMENT MUNICIPALITIES

FUNDING PERIOD: OCTOBER 1, 2014 - SEPTEMBER 30, 2015

Applications must be received by DES Strategic Planning Section by 5:00pm,
March 19, 2014.



DEPARTMENT OF ECONOMIC SUSTAINABILITY

Edward W. Lowery, Director

100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATE FORMAT. PLEASE CONTACT THE DEPARTMENT OF
ECONOMIC SUSTAINABILITY AT (561) 233-3622 or ccclarke@pbcgov.org

ESSENTIAL PROGRAM AND APPLICATION INFORMATION

DEPARTMENT OF ECONOMIC SUSTAINABILITY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
OCTOBER 1, 2013 – SEPTEMBER 30, 2014

Palm Beach County's Department of Economic Sustainability (DES) is accepting applications from eligible municipalities for FY 2013-14 CDBG Program funding.

APPLICATION INFORMATION

The CDBG application is available in Microsoft Word format. To obtain a copy of the application, please visit the DES website at www.pbcgov.com/des, call (561) 233-3622, or email ccclarke@pbcgov.org

SUBMITTAL FORMAT

Submit two (2) bound copies of the completed application and all attachments on paper no larger than 8.5" x 11". ***No alterations to the application format are allowed.*** Unsigned applications will not be considered. Applications should be submitted to:

***Carlos Serrano, Director, Strategic Planning Section
Department of Economic Sustainability
160 Australian Avenue, Suite 500
West Palm Beach, Florida 33406***

DEADLINE DATE

The completed applications must be received by DES Strategic Planning Section by **5:00pm, March 19, 2014.**

MAXIMUM NUMBER OF APPLICATIONS & AMOUNT OF FUNDS REQUESTED

Each municipality is allowed to submit only one (1) application requesting funding for only one (1) activity. The maximum amount of CDBG funds requested should be based on the FY 2013-14 municipal entitlement provided by DES.

SUMMARY OF ELIGIBLE AND INELIGIBLE ACTIVITIES

All funded activities must be eligible per CDBG regulations at 24CFR Part 570. In addition to activities designated as ineligible by the CDBG regulations, Planning and Administrative activities and Public Service activities are prohibited.

CITIZEN PARTICIPATION

Municipalities are required to implement a citizen participation process to involve residents, particularly low- and moderate-income persons, non-English speaking persons, and persons with disabilities, in the development of projects. Each municipality is responsible for developing its own process for notifying residents of its intent to apply for CDBG funding and to receive input on housing and community development needs.

TECHNICAL ASSISTANCE

For any CDBG-related questions, contact DES at (561) 233-3622.

SUMMARY OF PROGRAM REQUIREMENTS

- Proposed activities must be eligible per HUD's CDBG regulations at 24 CFR Part 570, and per the County's CDBG Program.
- Proposed activities must meet one (1) of the following three (3) CDBG National Objectives:
 1. to benefit low- and moderate-income persons;
 2. to aid in the prevention or elimination of slums and blight; or
 3. to meet a community development need of particular urgency
- CDBG funds are provided through a grant agreement with the County.
- CDBG funds are provided on a reimbursement basis. Funds cannot be used to reimburse for costs incurred prior to the October 1st start of the program year or prior to the execution of a grant agreement.
- All CDBG-funded activities are subject to an environmental review. CDBG funds cannot be expended prior to addressing all environmental concerns.
- All CDBG-funded projects are required to comply with federal, state, and local statutes, regulations, and other applicable requirements, including but not limited to: Section 3 of the Housing and Community Development Act, concerning employment and contracting opportunities; the Davis-Bacon Act, concerning payment of prevailing wage rates in construction projects; Asbestos and Lead-Based Paint requirements; and General Liability, Automobile, and Worker's Compensation Insurance requirements.
- CDBG-funded goods and services must be obtained in accordance with Federal and County procurement requirements.
- CDBG-funded capital projects must be completed and placed into service within 24 months of funding award.
- CDBG-funded activities involving real property acquisition or causing the displacement of persons or businesses must comply with the Uniform Real Property Acquisition and Relocation Assistance Act. An activity will cause displacement if the property is occupied by owners or tenants at the time of application submittal. The CDBG applicant must provide the following with their application: a) a relocation plan meeting all requirements of 24 CFR 570.606, as amended. This plan shall be prepared by a consultant with demonstrated experience in relocation matters, and shall include all relocation costs for the proposed project; b) a document binding the grant awardee to place in the project budget sufficient funds to fully implement the relocation plan; and c) documentation evidencing that all required notices to tenants have been prepared and are available to be provided.

**DEPARTMENT OF ECONOMIC SUSTAINABILITY
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 ENTITLEMENT MUNICIPALITY APPLICATION FOR FUNDING
 FUNDING PERIOD: OCTOBER 1, 2014 –SEPTEMBER 30, 2015**

To request the application in Microsoft Word format, and/or request technical assistance
 call (561) 233-3622 or email ccclarke@pbcgov.org

I. APPLICANT INFORMATION

Municipality:	Town of Lake Park
Contact:	Dale S. Sugerman, Ph.D.
Title:	Town Manager
Address:	535 Park Avenue
City; State; Zip Code:	Lake Park, FL 33403
Phone Number:	(561) 881 - 3304
Fax Number:	561-881-3314
E-mail Address:	dsugerman@lakeparkflorida.gov
Printed Name of Person Signing:	Dale S. Sugerman
Title of Person Signing:	Town Manager

Signature: _____ Date: _____

NOTE: UNSIGNED APPLICATIONS WILL NOT BE CONSIDERED.

II. ACTIVITY DESCRIPTION

a. Activity Type and Description

1. Name of Activity:

Kelsey Park Public Improvements

2. Type of CDBG-eligible Activity:

Public Park Improvements

3. Describe the activity in detail, including the specific use of CDBG funds:

Demolition of two small bathrooms & construction of one new ADA compliant bathroom facility.

4. Units of Measurements and Proposed Accomplishments:

List proposed activity components showing units of measurements and proposed accomplishments.

<u>Proposed Activity Components</u>	<u>Unit of Measurement</u>	<u>Accomplishments</u>
<i>Example: Installation of sidewalks</i>	<i>Example: 300 Linear Feet</i>	<i>Example: 55 people who reside along the street.</i>
Demolition of two blighted bathrooms	2 @ 410 s.f. each	Eliminates two blighted structures
Construct one M/F ADA compliant bathroom	580 s.f.	Provides a safe & clean facility for 10,000+ annual users

5. Activity Location

a) Activity Address:

Kelsey Park

b) Exact Location:

601 Federal Highway

c) Property Control Number(s):

36-43-42-20-01-118-0010

d) Owner of Property:

Town of Lake Park

e) Owner's Address:

535 Park Avenue

f) Owner's Telephone Number:

561-881-3304

6. Activity Specific Information

a) Is the proposed activity currently in compliance with zoning and land use designations?

YES NO

X	
---	--

If not, please explain:

[Empty box for explanation]

b) Activities involving property acquisition, rehabilitation, and/or new construction please complete:

YES NO

i. Has an appraisal been conducted?

[] [X]

If "yes", insert value and attach report:

\$ []

YES NO

ii. Is the property vacant land?

[] [X]

If "no", complete item "c" below:

c) For activities affecting properties with existing structure(s), complete:

YES NO N/A

i. Is the structure vacant?

[] [X] []

If "yes", indicate previous use:

If "no", indicate current use:

Two public bathrooms
Pre-1970

ii. Year structure was built:

iii. Describe the composition and condition of the structure:

Blighted conditions

d) Activities mentioned above in subsections "b" and "c", please complete:

YES NO N/A

i. Has site control been obtained? If "yes", documentation must be attached.

[X] [] []

ii. Is there a lien on the property?

[] [X] []

ii. Is public water/sewer available?

[X] [] []

v. Is the property mortgaged?

[] [X] []

v. Has an environmental review been completed?

[] [X] []

III. ACTIVITY/PROJECT MANAGEMENT AND IMPLEMENTATION

a. Activity Implementation

1. Explain in detail how the municipality (and which specific organizational units) will implement the activity:

The Town of Lake Park will implement the activity.

2. Identify tasks to be undertaken and start/complete dates for each. (If the activity has already started, please indicate what has been completed).

Implementation Task	Start Date	Complete Date
Demolish blighted structures	1/2/2015	2/28/2015
Construct new ADA compliant bathroom with facilities for both men & women	3/1/2015	6/30/2015

3. Will the activity cause the temporary or permanent displacement of persons or businesses? YES NO N/A
- If "yes", attach a relocation plan meeting all requirements of 24 CFR 570.606, as amended. This plan shall be prepared by a consultant with demonstrated experience in relocation matters, and shall include all relocation costs for the proposed project; b) a document legally binding the grant awardee to place in the project budget sufficient funds to fully implement the relocation plan; and c) documentation evidencing that all required notices to tenants have been prepared and available to be provided.*

4. Are fees charged, or projected to be charged for the use of the facility? YES NO N/A
- If "yes", describe the fee schedule, including \$ costs to users:

- Professional tennis lesson available for a fee. YES NO N/A
5. Is the facility leased, or anticipated to be leased, to users other than the municipality?
- If "yes", identify the proposed user(s) and describe the anticipated use(s):

A contract tennis professional will provide fee-based lessons.

6. Are assessment fees going to be charged to residents to recover costs? YES NO N/A
- If "yes", please explain:

IV. BUDGET AND MATCHING CONTRIBUTION

a. Budget

1. Total activity cost: \$ 107,000
(An itemized budget must be attached to this application. The budget must include all sources and uses of funds, and must explicitly identify line items for all proposed uses of CDBG funds.)
2. Total CDBG funds requested: \$ 107,000
3. Explain how the overall activity cost was determined:
Staff project engineer estimate.
4. Explain how the proposed activity will be implemented if the activity is funded at a lower level than the amount of CDBG requested:
The existing blighted bathrooms will remain in place.

b. Matching Contribution

- | | |
|-----|----|
| YES | NO |
|-----|----|
1. Is the municipality providing a matching contribution?

	X
--	---

If "yes", identify the source, amount, and availability of the match:

\$ Amount	Source	Use	Date Available

V. ACTIVITY IMPACT

a. Justification for Funding Activity

1. Identify the need that will be addressed by the activity (cite sources of information):
Improvement to a public facility.
2. Explain how the activity will address the identified need:
Demolition of a blighted bathroom and construction of a new ADA compliant M/F bathroom.

b. Activity Benefit

1. Please insert the total number of unduplicated persons to benefit annually from the proposed CDBG activity:

10,000

2. Estimated percentage of low and moderate income persons to benefit:

56 %

- i. Basis for this estimate:

2010 U.S. Census

VI. ATTACHMENTS REQUIRED

Please indicate the attachment number for documents attached to the application.

<u>Document</u>	<u>Attachment Number</u>
1. Detailed street map showing location of activity.	1
2. Itemized activity budget (including all sources and uses of funds, explicitly identifying line item uses of CDBG funds)	2
3. Evidence of site control, e.g., purchase option, sales contract, deed, etc (for acquisition, new construction, rehabilitation, etc.)	3
4. Appraisal report, if available (for acquisition, new construction, rehabilitation, etc.)	N/A
5. Relocation Plan (for activities causing displacement).	N/A

THE DES STRATEGIC PLANNING SECTION WILL PROVIDE TECHNICAL ASSISTANCE REGARDING THE CDBG APPLICATION. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SECTION AT (561) 233-3622 OR ccclarke@pbcgov.org

ATTACHMENT

#1



601 Federal Highway

ATTACHMENT

#2

COST ESTIMATES
CDBG FUNDED PROJECT

1) <u>Kelsey Park</u>	
a. Demolish 2 bathrooms.....	\$ 10,000
b. Build one ADA compliant restroom.....	<u>\$ 97,000</u>
 Total	 \$107,000

ATTACHMENT

#3



Gary R. Nikolits, CFA
Property Appraiser
 Palm Beach County

Property Appraiser's Public Access



Location Address **601 FEDERAL HWY**
 Municipality **LAKE PARK**
 Parcel Control Number **36-43-42-20-01-118-0010**
 Subdivision **KELSEY CITY IN PB 8 PGS 15 TO 18, 23, 27 & 34 TO 37 INC**
 Official Records Book _____ Page _____
 Sale Date _____
 Legal Description **KELSEY CITY ALL (LESS W 20 FT RD R/W) BLK 118**

Owners
 LAKE PARK TOWN OF

Mailing address
 535 PARK AVE
 WEST PALM BEACH FL 33403 2603

No Sales Information Available.

Exemption Applicant/Owner LAKE PARK TOWN OF
Year 2013
Detail FULL: MUNICIPAL GOVERNMENT

Number of Units 0 ***Total Square Feet** 1396 **Acres** 5.37
Use Code 8200 - FOREST/PK/REC **Zoning** P - Public (36-LAKE PARK)

Tax Year	2012	2011	2010
Improvement Value	\$135,064	\$137,906	\$145,066
Land Value	\$483,300	\$483,300	\$537,000
Total Market Value	\$618,364	\$621,206	\$682,066

All values are as of January 1st each year

Tax Year	2012	2011	2010
Assessed Value	\$618,364	\$621,206	\$682,066
Exemption Amount	\$618,364	\$621,206	\$682,066
Taxable Value	\$0	\$0	\$0

Tax Year	2012	2011	2010
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$0	\$0	\$0
Total tax	\$0	\$0	\$0

**GRANT
APPLICATION #2**

LAKE SHORE PARK

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

APPLICATION FOR FUNDING ASSISTANCE

ENTITLEMENT MUNICIPALITIES

FUNDING PERIOD: OCTOBER 1, 2014 - SEPTEMBER 30, 2015

Applications must be received by DES Strategic Planning Section by 5:00pm,
March 19, 2014.



DEPARTMENT OF ECONOMIC SUSTAINABILITY

Edward W. Lowery, Director

100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406

IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATE FORMAT. PLEASE CONTACT THE DEPARTMENT OF
ECONOMIC SUSTAINABILITY AT (561) 233-3622 or ccclarke@pbcgov.org

ESSENTIAL PROGRAM AND APPLICATION INFORMATION

DEPARTMENT OF ECONOMIC SUSTAINABILITY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
OCTOBER 1, 2013 – SEPTEMBER 30, 2014

Palm Beach County's Department of Economic Sustainability (DES) is accepting applications from eligible municipalities for FY 2013-14 CDBG Program funding.

APPLICATION INFORMATION

The CDBG application is available in Microsoft Word format. To obtain a copy of the application, please visit the DES website at www.pbcgov.com/des, call (561) 233-3622, or email ccclarke@pbcgov.org

SUBMITTAL FORMAT

Submit two (2) bound copies of the completed application and all attachments on paper no larger than 8.5" x 11". ***No alterations to the application format are allowed.*** Unsigned applications will not be considered. Applications should be submitted to:

***Carlos Serrano, Director, Strategic Planning Section
Department of Economic Sustainability
160 Australian Avenue, Suite 500
West Palm Beach, Florida 33406***

DEADLINE DATE

The completed applications must be received by DES Strategic Planning Section by 5:00pm, March 19, 2014.

MAXIMUM NUMBER OF APPLICATIONS & AMOUNT OF FUNDS REQUESTED

Each municipality is allowed to submit only one (1) application requesting funding for only one (1) activity. The maximum amount of CDBG funds requested should be based on the FY 2013-14 municipal entitlement provided by DES.

SUMMARY OF ELIGIBLE AND INELIGIBLE ACTIVITIES

All funded activities must be eligible per CDBG regulations at 24CFR Part 570. In addition to activities designated as ineligible by the CDBG regulations, Planning and Administrative activities and Public Service activities are prohibited.

CITIZEN PARTICIPATION

Municipalities are required to implement a citizen participation process to involve residents, particularly low- and moderate-income persons, non-English speaking persons, and persons with disabilities, in the development of projects. Each municipality is responsible for developing its own process for notifying residents of its intent to apply for CDBG funding and to receive input on housing and community development needs.

TECHNICAL ASSISTANCE

For any CDBG-related questions, contact DES at (561) 233-3622.

SUMMARY OF PROGRAM REQUIREMENTS

- Proposed activities must be eligible per HUD's CDBG regulations at 24 CFR Part 570, and per the County's CDBG Program.
- Proposed activities must meet one (1) of the following three (3) CDBG National Objectives:
 1. to benefit low- and moderate-income persons;
 2. to aid in the prevention or elimination of slums and blight; or
 3. to meet a community development need of particular urgency
- CDBG funds are provided through a grant agreement with the County.
- CDBG funds are provided on a reimbursement basis. Funds cannot be used to reimburse for costs incurred prior to the October 1st start of the program year or prior to the execution of a grant agreement.
- All CDBG-funded activities are subject to an environmental review. CDBG funds cannot be expended prior to addressing all environmental concerns.
- All CDBG-funded projects are required to comply with federal, state, and local statutes, regulations, and other applicable requirements, including but not limited to: Section 3 of the Housing and Community Development Act, concerning employment and contracting opportunities; the Davis-Bacon Act, concerning payment of prevailing wage rates in construction projects; Asbestos and Lead-Based Paint requirements; and General Liability, Automobile, and Worker's Compensation Insurance requirements.
- CDBG-funded goods and services must be obtained in accordance with Federal and County procurement requirements.
- CDBG-funded capital projects must be completed and placed into service within 24 months of funding award.
- CDBG-funded activities involving real property acquisition or causing the displacement of persons or businesses must comply with the Uniform Real Property Acquisition and Relocation Assistance Act. An activity will cause displacement if the property is occupied by owners or tenants at the time of application submittal. The CDBG applicant must provide the following with their application: a) a relocation plan meeting all requirements of 24 CFR 570.606, as amended. This plan shall be prepared by a consultant with demonstrated experience in relocation matters, and shall include all relocation costs for the proposed project; b) a document binding the grant awardee to place in the project budget sufficient funds to fully implement the relocation plan; and c) documentation evidencing that all required notices to tenants have been prepared and are available to be provided.

**DEPARTMENT OF ECONOMIC SUSTAINABILITY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ENTITLEMENT MUNICIPALITY APPLICATION FOR FUNDING
FUNDING PERIOD: OCTOBER 1, 2014 –SEPTEMBER 30, 2015**

To request the application in Microsoft Word format, and/or request technical assistance
call (561) 233-3622 or email ccclarke@pbcgov.org

I. APPLICANT INFORMATION

Municipality:	Town of Lake Park
Contact:	Dale S. Sugerman, Ph.D.
Title:	Town Manager
Address:	535 Park Avenue
City; State; Zip Code:	Lake Park, FL 33403
Phone Number:	(561) 881 - 3304
Fax Number:	561-881-3314
E-mail Address:	dsugerman@lakeparkflorida.gov
Printed Name of Person Signing:	Dale S. Sugerman
Title of Person Signing:	Town Manager

Signature: _____ Date: _____

NOTE: UNSIGNED APPLICATIONS WILL NOT BE CONSIDERED.

II. ACTIVITY DESCRIPTION

a. Activity Type and Description

1. Name of Activity:

Lake Shore Park Public Improvements

2. Type of CDBG-eligible Activity:

Public Park Improvements

3. Describe the activity in detail, including the specific use of CDBG funds:

Gutting of one blighted bathroom, constructing one M/F ADA compliant bathroom, installing tennis court lights.

4. Units of Measurements and Proposed Accomplishments:

List proposed activity components showing units of measurements and proposed accomplishments.

<u>Proposed Activity Components</u>	<u>Unit of Measurement</u>	<u>Accomplishments</u>
<i>Example: Installation of sidewalks</i>	<i>Example: 300 Linear Feet</i>	<i>Example: 55 people who reside along the street.</i>
Gutting one bathroom	460 s.f.	Removes blight
Construction of bathroom	1,822 s.f.	Provides a safe & clean facility for 10,000+ annual users
Install court lighting	Install 6 new light poles and lights.	Provide adequate lighting for 4 tennis courts

5. Activity Location

- a) Activity Address:
 b) Exact Location:
 c) Property Control Number(s):
 d) Owner of Property:
 e) Owner's Address:
 f) Owner's Telephone Number:

Lake Shore Park
600 Lake Shore Drive
36-43-42-21-00-003-0020
Town of Lake Park
535 Park Avenue
561-881-3304

6. Activity Specific Information

- a) Is the proposed activity currently in compliance with zoning and land use designations?
- | YES | NO |
|-----|----|
| X | |

If not, please explain:

[Empty box for explanation]

b) Activities involving property acquisition, rehabilitation, and/or new construction please complete:

YES NO

i. Has an appraisal been conducted?

	X
--	---

If "yes", insert value and attach report:

\$ [Empty box]

YES NO

ii. Is the property vacant land?

	X
--	---

If "no", complete item "c" below:

c) For activities affecting properties with existing structure(s), complete:

YES NO N/A

i. Is the structure vacant?

	X	
--	---	--

If "yes", indicate previous use:

If "no", indicate current use:

Bathroom, Storage, Tennis Courts
Pre-1970

ii. Year structure was built:

iii. Describe the composition and condition of the structure:

Blighted conditions

d) Activities mentioned above in subsections "b" and "c", please complete:

YES NO N/A

i. Has site control been obtained? If "yes", documentation must be attached.

X		
---	--	--

ii. Is there a lien on the property?

	X	
--	---	--

ii. Is public water/sewer available?

X		
---	--	--

v. Is the property mortgaged?

	X	
--	---	--

v. Has an environmental review been completed?

	X	
--	---	--

III. ACTIVITY/PROJECT MANAGEMENT AND IMPLEMENTATION

a. Activity Implementation

1. Explain in detail how the municipality (and which specific organizational units) will implement the activity:

The Town of Lake Park will implement the activity.

2. Identify tasks to be undertaken and start/complete dates for each. (If the activity has already started, please indicate what has been completed).

Implementation Task	Start Date	Complete Date
Gut Blighted Bathroom	1/2/2015	1/30/2015
Construct new ADA compliant bathroom with facilities	3/1/2015	6/30/2015
Install Tennis Court Lighting	3/1/2015	6/30/2015

3. Will the activity cause the temporary or permanent displacement of persons or businesses? YES NO N/A
- If "yes", attach a relocation plan meeting all requirements of 24 CFR 570.606, as amended. This plan shall be prepared by a consultant with demonstrated experience in relocation matters, and shall include all relocation costs for the proposed project; b) a document legally binding the grant awardee to place in the project budget sufficient funds to fully implement the relocation plan; and c) documentation evidencing that all required notices to tenants have been prepared and available to be provided.*

4. Are fees charged, or projected to be charged for the use of the facility? YES NO N/A
- If "yes", describe the fee schedule, including \$ costs to users:
- Public courts used for free on a first come first served basis.

- Professional tennis lesson available for a fee. YES NO N/A
5. Is the facility leased, or anticipated to be leased, to users other than the municipality? YES NO N/A
- If "yes", identify the proposed user(s) and describe the anticipated use(s):
- A contract tennis professional will provide fee-based lessons.

6. Are assessment fees going to be charged to residents to recover costs? YES NO N/A
- If "yes", please explain:
-

IV. BUDGET AND MATCHING CONTRIBUTION

a. Budget

1. Total activity cost: \$ 309,000
(An itemized budget must be attached to this application. The budget must include all sources and uses of funds, and must explicitly identify line items for all proposed uses of CDBG funds.)
2. Total CDBG funds requested: \$ 309,000
3. Explain how the overall activity cost was determined:
Staff project engineer estimate and lighting contractor quote.
4. Explain how the proposed activity will be implemented if the activity is funded at a lower level than the amount of CDBG requested:
The existing blighted bathroom will remain in place and tennis court lighting will remain inadequate.

b. Matching Contribution

- | | | |
|--|------------|-----------|
| | YES | NO |
|--|------------|-----------|
1. Is the municipality providing a matching contribution?

	X
--	---

If "yes", identify the source, amount, and availability of the match:

\$ Amount	Source	Use	Date Available

V. ACTIVITY IMPACT

a. Justification for Funding Activity

1. Identify the need that will be addressed by the activity (cite sources of information):
Improvement to a public facility.
2. Explain how the activity will address the identified need:
Gutting of a blighted bathroom, construction of new ADA compliant M/F bathroom, installation of appropriate tennis court lighting.

b. Activity Benefit

1. Please insert the total number of unduplicated persons to benefit annually from the proposed CDBG activity:

10,000

2. Estimated percentage of low and moderate income persons to benefit:

56 %

- i. Basis for this estimate:

2010 U.S. Census

VI. ATTACHMENTS REQUIRED

Please indicate the attachment number for documents attached to the application.

Document	Attachment Number
1. Detailed street map showing location of activity.	1
2. Itemized activity budget (including all sources and uses of funds, explicitly identifying line item uses of CDBG funds)	2
3. Evidence of site control, e.g., purchase option, sales contract, deed, etc (for acquisition, new construction, rehabilitation, etc.)	3
4. Appraisal report, if available (for acquisition, new construction, rehabilitation, etc.)	N/A
5. Relocation Plan (for activities causing displacement).	N/A

THE DES STRATEGIC PLANNING SECTION WILL PROVIDE TECHNICAL ASSISTANCE REGARDING THE CDBG APPLICATION. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SECTION AT (561) 233-3622 OR ccclarke@pbcgov.org

ATTACHMENT

#1



600 Lake Shore Drive

ATTACHMENT

#2

COST ESTIMATES
CDBG FUNDED PROJECT

1) <u>Lake Shore Park</u>	
a. Demolish 1 bathroom.....	\$ 6,000
b. Build one ADA compliant restroom (with lockers and potentially showers)...	\$153,000
c. Upgrade/improve tennis court lighting.....	<u>\$150,000</u>
 Total	 \$309,000

ATTACHMENT

#3



Gary R. Nikolits, CFA
Property Appraiser
 Palm Beach County

Property Appraiser's Public Address



Location Address **600 LAKE SHORE DR**
 Municipality **LAKE PARK**
 Parcel Control Number **36-43-42-21-00-003-0020**
 Subdivision
 Official Records Book Page
 Sale Date
 Legal Description **21-43-42, PT OF GOV LT 3 E OF AVENUES F & G & BLK 118 OF KELSEY CITY & E OF LAKE SHORE DR & TR IN TRS DEED 22666 & 22667**

Owners
 LAKE PARK TOWN OF

Mailing address
 535 PARK AVE
 WEST PALM BEACH FL 33403 2603

No Sales Information Available.

Exemption Applicant/Owner LAKE PARK TOWN OF
Year 2013
Detail FULL: MUNICIPAL GOVERNMENT

Number of Units 0 ***Total Square Feet** 1954 **Acres** 7.69
Use Code 8200 - FOREST/PK/REC **Zoning** P - Public (36-LAKE PARK)

Tax Year	2012	2011	2010
Improvement Value	\$163,795	\$166,785	\$169,545
Land Value	\$456,786	\$456,786	\$507,540
Total Market Value	\$620,581	\$623,571	\$677,085

All values are as of January 1st each year

Tax Year	2012	2011	2010
Assessed Value	\$620,581	\$623,571	\$677,085
Exemption Amount	\$620,581	\$623,571	\$677,085
Taxable Value	\$0	\$0	\$0

Tax Year	2012	2011	2010
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$0	\$0	\$0
Total tax	\$0	\$0	\$0



Musco Finance, LLC
 100 1st Avenue West
 Oskaloosa, IA 52577
 Phone: 800-825-6020
 Fax: 641-673-6360

Lease Purchase Proposal

Customer Name: Town of Lake Park	Date: February 20, 2014
City, State Lake Park, FL	
Contact Person: Kathy Carroll	Sales Rep: Jason Frucht
Project Name: Lake Shore Tennis	Project # 130188

	Option 1	Option 2
Estimated Project Cost	\$120,750.00	\$120,750.00
Down-payment (Due with Order)	\$0.00	\$0.00
Total Amount Financed	\$120,750.00	\$120,750.00
Term of Contract (Years)	5	10
Interest Rate (Annual)	3.95%	4.95%
Payments per Year	1	1
Payment Amount	\$27,140.72	\$15,686.21
Number of Payments	5	10

- At the end of the term, clear title passes with the completion of payments.
- Amount does not include sales tax. Proof of exemption is required.
- \$500.00 documentation fee due at lease signing.
- Proposal assumes first payment is due one year from contract date.

The interest rate quoted is based on current market rates and will be adjusted when the lease closes. The lease must qualify for "Federal Income Tax Exempt" status for the Lessor as defined by Section 265(b)(3)(B) of the Internal Revenue Code of 1986*.

This proposal is subject to acceptance of documentation and credit approval. The finance agreement is to be executed within 14 days of the execution of the equipment purchase contract.

Required information may include three years audited financial statements, current year's budget, and most current quarter interim profit and loss statement. Additional information may be requested.

*Lessee must certify that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations during the calendar year in which the Lease is executed. The interest rate may vary if this is not the case.



QUOTE

**Lake Shore Tennis
Lake Park, FL
Date: February 20, 2013
To: Kathy Carroll**

Quotation Price - Materials and Turnkey Installation

Musco's Light Structure Green™ as described below and delivered to the job site \$120,750.

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level for 25 years, +/- 10% per IESNA RP-06-01
- 2 group re-lamps at the end of the lamps' rated life, 5000 hours
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for appropriate voltage and phase

Sales tax, bonding, and permitting fees are not included as part of this quote.

***Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.
Divulging technical or pricing information to competitive vendors will result in removal from the bid list.***

Payment Terms

Net 30 days.

Late payment will be subject to service charges of 1 ½% per month (18% APR).

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Total of (4) tennis courts
- Structural code and wind speed = 20010 FBC, 170 MPH STD AASHTO.
- Confirmation of pole locations prior to production
- Using the existing electrical conduit / wire on site.

Scope of work:

Owner Responsibilities:

1. Total access to the site and pole locations for construction. Must be able to move from location to location on standard rubber tires – no towing required.
2. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Final grade elevations will also need marked if necessary.
3. Removal of any trees, limbs, shrubs, etc. for total access to pole locations.
4. Removal, replacement, and repair of all fencing necessary for construction.
5. Repair and replacement of any field turf, asphalt, curbs, and concrete damage.
6. Locate and mark existing irrigation systems prior to excavation as necessary.
7. Pay for all permitting costs as required.
8. Extra costs associated with foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in the 2010 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
9. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation.

Musco Responsibilities / Musco Subcontractor Responsibilities:

1. Provide required poles, fixtures, foundations, and associated designs.
2. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
3. Provide layout of pole locations and aiming diagram.
4. Provide light test upon owner supplied electrical system.
5. Provide Project Management assistance as needed.
6. Provide electrical design or as built drawing as required.
7. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
8. Provide equipment and materials to remove and dispose of (8) existing concrete poles and all existing lighting equipment.
9. Provide storage containers for material as necessary.
10. Provide adequate trash container for cardboard waste and packing debris.
11. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
12. Obtain required permits, owner to pay cost of permits. Subcontractor to advise Musco of costs to subcontractor, if any, before proceeding with permitting.
13. Provide any as-built drawings as required following the completion of the project.
14. Provide materials and equipment to install or upgrade existing electrical service panels as required or necessary to accommodate Musco Control Link equipment.

15. Make appropriate contact to ensure utility locates have been done prior to excavation and trenching. Repair any such damage to existing utilities during construction.
16. Provide materials and equipment to install Light Structure System foundations as specified on Layout.
17. Provide and install ground rods (one per pole location) for lightning protection per Musco warranty. Poles 70' and below require a #2 ground wire.
18. Remove augured spoils to owner-designated location at jobsite.
19. Provide materials and equipment to assemble and install Light Structure Green™ fixtures and terminate all necessary wiring.
20. Provide equipment and materials to assemble and erect Light Structure System Poles.
21. Verify aiming points have been located and are correct before sighting in lighting cross-arms.
22. Provide equipment and materials to install the new Controls and Monitoring Cabinet and terminate all necessary wiring. Subcontractor to commission Control Link once system is energized.
23. Keep all heavy equipment off of playing surfaces when possible using due care to minimize damages.
24. Provide startup and aiming as required to provide complete and operating sports lighting system.

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.



Jason Frucht
Field Sales
Musco Sports Lighting, LLC
Phone: 954-732-5674
E-mail: Jason.frucht@musco.com



AGENDA

Lake Park Town Commission
 Town of Lake Park, Florida
 Regular Commission Meeting
 Wednesday, April 2, 2014, 6:30 p.m.
 Lake Park Town Hall
 535 Park Avenue

James DuBois	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
Michael O'Rourke	—	Commissioner
Kathleen Rapoza	—	Commissioner
<hr style="border-top: 1px dotted black;"/>		
Dale S. Sugerman, Ph.D.	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, CMC	—	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. CALL TO ORDER/ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. SPECIAL PRESENTATIONS/REPORTS
 - 1. Presentation of Certificates of Appreciation to Town Commission-Appointed Volunteers Tab 1
 - 2. Proclaiming April as Water Conservation Month Tab 2
- D. PUBLIC COMMENT:
 This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item

will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

3. Regular Commission Meeting Minutes of March 19, 2014 Tab 3

F. PUBLIC HEARINGS - ORDINANCE ON FIRST READING:
None

G. PUBLIC HEARINGS – ORDINANCE ON SECOND READING:
None

H. BOARD MEMBERSHIP NOMINATIONS:
4. Robert Shelton for the Library Board by Mayor James DuBois
Ludie Francois for the Planning and Zoning Board by Mayor James DuBois Tab 4

I. RESOLUTION:
5. Authorizing the Mayor to Sign a Site Lease with Options with T-Mobile South LLC for Placement of a Stealth Cell Tower at the Lake Park Harbor Marina Tab 5

J. NEW BUSINESS:
6. Authorizing the Town Manager to Submit Two Community Development Block Grant Applications Tab 6

K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

L. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, April 16, 2014